



**STATE OF ARKANSAS**

**DEPARTMENT OF HUMAN SERVICES (DHS)**

**Division of Behavioral Health  
Services**

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**REQUEST FOR Proposals**

**DBHS-2015-01**

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**for**

**Medical Detoxification and Court  
Ordered Residential Treatment  
(CORT) Services**

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**Date Issued:**

**July 8, 2014**

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**DBHS-2014-02**

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## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Purpose**

The purpose of this Request for Proposals (RFP) is as follows:

To qualify vendor(s) to provide Medical Detoxification and Court Ordered Residential Treatment (CORT) Services, for adults only, while meeting all the requirements set forth by the Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs (Attachment H) and the DBHS Rules of Practice and Procedure (Attachment I) within designated catchment areas in the State of Arkansas (Attachment G).

This document sets forth requirements to qualify vendor(s) which will result in up to two qualified vendors for the State. One must be located in Central Arkansas and serve a minimum of 11 individuals needing Medical Detox and 5 CORT individuals and another program to serve at least 11 Medical Detox and 5 CORT placements for a total of 32 beds statewide.

#### **1.2 Background**

The Arkansas Department of Human Services ("DHS"), Division of Behavioral Health Services ("DBHS") is the single state agency responsible for developing and promulgating standards, rules and regulations for mental health, alcohol and other drug abuse treatment programs within the State. DBHS is the primary point of contact in the State for the award of federal funds to be used in alcohol and other drug abuse treatment programs. DBHS's mission is to improve the quality of life for Arkansans by providing a comprehensive, recovery-based and consumer-driven behavioral health system of care utilizing evidence-based or promising practices, which include trauma-informed care concepts in all areas.

#### **1.3 Overview of DHS Organization and Operations**

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

DBHS is one of fourteen Divisions and Offices that comprise DHS. The divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS. The Division of Behavioral Health Services is responsible for ensuring the provision of public behavioral health services, including mental health and substance abuse prevention, treatment, and recovery services throughout the State of Arkansas. The Division supports, certifies, licenses, and funds behavioral health providers throughout the state. In addition, the Division of Behavioral Health Service operates two behavioral health institutions -- the Arkansas State Hospital located in Little Rock and the Arkansas Health Center in Benton.

**Attachment E** contains the organization chart for DHS.

**Attachment F** contains the organization for this Division/Office.

#### **1.4 Scope of Service**

Qualified vendor(s) will deliver Medical Detoxification and Court Ordered Residential Treatment (CORT) Services, meeting all the requirements set forth by the Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs and the DBHS Rules of Practice and Procedure. See **Attachments H and I**.

Medical Detoxification and Court Ordered Residential Treatment (CORT) Services include:

- 1) Medical Detoxification Services: Includes 24-hour medically supervised care in a hospital setting or medical model facility. Includes a short-term treatment up to three (3) days, during which time prescribed medication is used to restore physiological functioning after it has been upset by toxic agents, including alcohol. Service shall be under the supervision and guidance of a licensed physician. Service is allowable only after a Regional Alcohol and Drug Detoxification (RADD) evaluation. The unit of service is a day and the limit per client is three days per episode of care. Additional days require prior DBHS approval.
- 2) Court Ordered Residential Treatment (CORT) Service: Court ordered care provided to a substance abuse client who is not ill enough to need admission to medical detoxification or observation detoxification, but who has need of more intensive care in the therapeutic setting with supportive living arrangements. This service shall include at a minimum, intake, individual and group therapy, case management and room and board. A unit of service is a day. Clients must be physically present at the facility for at least a part of any day billed. Exceptions require prior DBHS approval.
  - Residential treatment provides for a minimum of twenty-eight (28) hours of structured treatment weekly. The hours shall consist of a minimum of five (5) hours daily (Monday through Friday) and a minimum of three (3) hours on Saturday or Sunday.
    - At a minimum, residential services shall include:
      - Intake;
      - Individual and group therapy;
      - Case management; and
      - Room and board.

Qualified vendor(s) will be required to:

- a) Determine financial eligibility and conduct the clinical screening/assessment and recommend the appropriate program and level of service on all clients.
- b) Act as a mandatory receiving facility for voluntary admissions and involuntary commitments in compliance with A. C. A. §20-64-801 et seq.
- c) Conduct an assessment on all adult individuals (age eighteen years and older) for the presence of co-occurring substance abuse-related disorders. This assessment shall be conducted utilizing the MHSFIII, Mental Health Screening Form III (Modified), and following the Administration and Use Guidelines. (See Attachment G) The completed MHSFIII form shall be placed in the client's record. Aggregated data from the successful respondent's administration of this assessment instrument shall be reported in a manner and timeframe specified by DBHS.
- d) Be nationally accredited to provide substance abuse outpatient and residential treatment programs. Acceptable national accreditation includes Joint Commission (JC), Commission on Accreditation of Rehabilitation Facilities (CARF), and Council on Accreditation (COA). Programs must report any adverse actions taken by accrediting boards to DBHS within 72 hours of receipt of findings. A copy of the adverse action and corrective actions plans shall be sent to the DBHS Treatment Coordinator or designee once approved by the accrediting board.
- e) Have at least one (1) person on staff certified in Motivational Interviewing for all treatment programs funded by DBHS.

- f) Implement one (1) Evidence-based Practice (EBP) selected from a list of five (5) identified by DBHS. The identified EBPs are Matrix, TCU Mapping, Living in Balance, Relapse Prevention Therapy, and Cognitive Behavioral Therapy.
- g) Provide a smoking cessation program and become a smoke free campus.
- h) Completion of an annual Continuing Application Packet that explains program progress.
- i) Submit client information through the Alcohol and Drug Management Information System (ADMIS) or other reporting systems identified by DBHS. Client information includes waiting list duration, admissions reports, environment change reports, discharge reports, and continuing care tracking.

## 1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of January 1, 2015 through June 30, 2015.

The contract may be extended for up to two additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

## 1.6 Reimbursement

Services provided under this contract will be budget based. Listed below are the DBHS established reimbursement rates for services for the CORT Program. These rates should be used in establishment of budget proposal.

DBHS Fee Schedule rates are to be used when such services are rendered. DBHS Fee Schedule is subject to change prior to the contract start date. The following is a sample Fee Schedule to be used.

Type of Service	Maximum Fees	Daily Maximum That may be billed	Yearly Maximum that may be billed without DBHS approval
CORT Residential Treatment	\$62.00 per day	1 unit	40 units

Funds may not be used for major renovations.

Contractor will not receive any other payment.

Only signed original invoices will be accepted for payment. No payment will be made prior to the delivery of services. Invoices shall be submitted to:

DBHS Administrative Bldg.  
305 S. Palm St.  
Little Rock, AR 72205  
Attn: Accounts Payable

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement (OSP), he/she shall obtain a vendor number and submit a completed and signed IRS Form W-9 before the contract is signed. The respondent shall submit proof of application for the vendor number with his/her complete proposal. Information and necessary forms to obtain a vendor number can be found on the following website: [http://www.arkansas.gov/dfa/procurement/pro\\_vendor.html](http://www.arkansas.gov/dfa/procurement/pro_vendor.html).

## 1.7 Anticipated Contract Funding

A combination of State General Revenue and Federal Funds totaling at least \$592,193.00 for January 1, 2015 thru June 30, 2015 and at least \$1,184,386.00 annually based upon the State Fiscal Year thereafter for the duration of this procurement will be utilized to fund Medical Detoxification and Court Ordered Residential Treatment (CORT) Services.

It is estimated that no less than 34% of the total costs of this program or project will be financed with federal money.

The dollar amount of federal funds for this project or program is estimated to be no less than \$200,000.00 for January 1, 2015 thru June 30, 2015 and no less than \$400,000.00 annually thereafter.

The percentage of the total costs of the project or program that will be financed by non-governmental sources is estimated to be 0% and the dollar amount that will be financed by non-governmental sources is estimated to be \$0.

## **SECTION 2**

### **RFP SCHEDULE OF EVENTS**

#### **2.1 RFP Schedule of Events**

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

<b>Event</b>	<b>Date</b>
RFP issued	July 8, 2014
Due date and time for written questions	July 22, 2014
Due date for answers to questions	On or about July 24, 2014
Closing date and time for receipt of proposals	August 15, 2014
Date and time for opening of proposals	August 18, 2014
Completion of proposal evaluation and potential awardee selection	On or about September 1, 2014
Anticipation to Award posted	On or about September 16, 2014
Contract start (Subject to State approval)	January 1, 2015



## **SECTION 3**

### **GENERAL REQUIREMENTS AND INFORMATION**

#### **3.1 Issuing Officer**

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Behavioral Health Services (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Frank Vega  
Adult Programs  
Division of Behavioral Health Services  
305 S. Palm St.  
Little Rock, AR 72205  
501-683-6972  
frank.vega@dhs.arkansas.gov

#### **3.2 Questions**

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses on the DHS website by the date specified in Section 2.1 for all written questions received by the due date,

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

#### **3.3 Proposal Submittal**

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

**See Section 4 for Proposal Requirements.**

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

#### **3.4 Proposal Preparation Costs**

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

### **3.5 Opening of Proposals**

The Division/Office will publicly open proposals that were received by the date and time identified in Section 2.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

### **3.6 Acceptance of Proposals**

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

### **3.7 Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP's that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made or reviewed.

### **3.8 Disposition of Proposals**

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable format with that material redacted. In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 4.1

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

### **3.9 Subcontracting**

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

### **3.10 Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs. The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

### **3.11 Prohibited Solicitation**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### **3.12 RFP Amendments**

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post amendments, addenda and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

### **3.13 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

### **3.14 Respondent's Contact Person**

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

### **3.15 Anticipation of Award**

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website and the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

OSP reserves the right to waive this policy when it is in the best interests of the State.

### **3.16 Awarding of Contract**

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The Division/Office may award multiple contracts only if the Director, Office of State Procurement, approves such in writing based on Division/Office rationale and basis for the multiple awards. Multiple awards shall be limited to the least number of suppliers necessary to meet the requirements of the Division/Office. It is the intent of the State to award a contract as a sole source should the State not receive a proposal. Responsive to the solicitation of substance abuse treatment services statewide.

### **3.17 Notification**

Upon completion of the proposal evaluations and review by The Arkansas Alcohol and Drug Abuse Coordinating Council, DHS will send a notice of results to all respondents.

### **3.18 Certification Prior to Award**

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: [http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html).

### **3.19 Rules of Procurement**

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the OSP Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The OSP Director or a designee, prior to commencement of an action in court or any

other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

### **3.20 Restriction on Communications with State Staff**

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

### **3.21 Equal Employment Opportunity Policy**

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address: [tim.bodishbaugh@arkansas.gov](mailto:tim.bodishbaugh@arkansas.gov). DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

## **SECTION 4**

### **PROPOSAL REQUIREMENTS**

#### **4.1**

##### **General Proposal Requirements**

Proposal shall include **one original and 4 hard copies** of the complete proposal responsive to the terms of the RFP. In addition, the respondent shall include 1 electronic copies of the proposal (disks) in Microsoft readable format.

**NOTE:** If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

The proposals shall be received by the Division/Office by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

RFP Section 4.2 provides content requirements for the proposal.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

**ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.**

Proposals may be hand delivered to:

Frank Vega  
Adult Programs  
Division of Behavioral Health Services  
305 S. Palm St.  
Little Rock, AR 72205  
[frank.vega@dhs.arkansas.gov](mailto:frank.vega@dhs.arkansas.gov)

OR mailed by United States mail to:

Frank Vega  
Adult Programs  
Division of Behavioral Health Services  
305 S. Palm St.  
Little Rock, AR 72205  
[frank.vega@dhs.arkansas.gov](mailto:frank.vega@dhs.arkansas.gov)

OR mailed by commercial mail to:

Frank Vega  
Adult Programs  
Division of Behavioral Health Services  
305 S. Palm St.  
Little Rock, AR 72205  
[frank.vega@dhs.arkansas.gov](mailto:frank.vega@dhs.arkansas.gov)

## 4.2 Proposal Requirements

The proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in Section 1.4 (Scope of Service) and **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure

**The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.**

**Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the proposal or as attachments to the proposal.**

### 4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

### 4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

### 4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State’s office.
  - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  - The scope of work to be performed by the subcontractor;
  - The subcontractor’s willingness to perform the work indicated;
  - The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

### 4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent’s involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

### 4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent’s technical approach and the enhancements proposed for DHS.



The executive summary shall include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three pages. The RFP cross-reference pages are not included in this number.

#### **4.2.6 Technical Approach and Solutions to Scope of Service**

The proposal must specify the respondent's plan for meeting the objectives of the contract as indicated in Section 1.4. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the Section 1.4 (Scope of Service), and **Attachment D** (Performance Based Contracting). See Section 5.2 for the specific criteria to be considered for this RFP

#### **4.2.7 Respondent's Background, Experience, and Qualifications**

##### **4.2.7.1 Background**

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

##### **4.2.7.2 Experience**

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

##### **4.2.7.3 Qualifications**

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

#### **4.2.8 Project Organization and Staffing**

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

#### **4.2.9 Compliance with the State Shared Technical Architectural Program**

The respondent solution must comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at <http://www.dis.state.ar.us/poli stan bestpract/bestpractices.htm>.

Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### **4.2.10 Project Management**

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

#### **4.2.11 Financial Disclosure**

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor's reports

### **4.3 Cost Proposal Requirements**

**Cost Proposal MUST be submitted under separate cover from the Technical Proposal and BOTH MUST be sealed. Any reference to cost included within the Technical Proposal will result in**

**respondent's proposal being rejected. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.**

The amount of \$592,193.00 should be utilized to build the budget for the CORT and Medical Detoxification Services for January 1, 2015 thru June 30, 2015. The monthly budget will not exceed \$98,698.83 for the mix of services. The amount of \$1,184,386.00 should be utilized thereafter annually for the CORT and Medical Detox services. The monthly budget will not exceed \$98,698.83 for the mix of services. A cost proposal must be included in your submission reflecting the funds allocated and should include the items listed below:

At a minimum, the budget should include the following:

- Salaries, wages, and fringe benefits of professionals and other supporting staff in the project activities;
- Travel directly related to carrying out activities under the approved project;
- Supplies, communications, and rental of equipment and space directly related to approved project activities;
- Contracts for performance of activities under the approved project; and
- Other such items necessary to support approved project activities so long as they are allowable under the applicable cost principles.

Funds may not be used for major renovations.

#### **4.3.1 Independent Price Determination**

The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor as described in **Section 3.11**.

#### **4.3.2 Vendor Number**

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, he/she shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

[http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html)

#### **4.3.3 Price Warranty**

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

#### **4.3.4 Price**

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal will be the price for the period of the initial award as specified in Section 1.5. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.**

Services provided under this contract will be reimbursed based on the following method:  
Scheduled Payments

**Payments will be granted after services have been rendered.**

Contractor will not receive any other payment.

#### **4.4 Mandatory Requirements**

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Respondent's Background, Experience, and Qualifications
6. Technical Approach and Solutions to Scope of Service
7. Executive Summary
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure
11. Cost Proposal
12. Proof of Ownership, lease, or floor plans of the building(s) proposing to be used
13. Proof of National accreditation by July 1, 2013
14. Proof DBHS Licensure by July 1, 2013

**4.4.1** Technical and cost proposals must be received by time and date specified in **Section 2.1**

**4.4.2** Technical proposal must include one original and the number of hard copies specified in **Section 4.1**.

**4.4.3** Technical proposals and the original cost proposal must be submitted separately, sealed, and clearly labeled, as indicated in **Section 4.1**

**4.4.4** Statement of Acknowledgement must be reviewed and signed in ink by an individual authorized to legally bind the respondent, as specified in **Section 4.2.3**.

**4.4.5** IRS Status Letter, State of Arkansas Certificate, Most Recent Audit Report/Audited Financial Statement, Completed SF424 Form, List of Board of Directors/Officers and Contact Information, Completed W-9 Form, Cancelled Check, Copy of Letters to the State and Local Clearinghouse

## **SECTION 5**

### **EVALUATION AND CONTRACT SELECTION**

#### **5.1 Proposal Evaluation Process**

The proposals will be evaluated in phases.

##### **5.1.1 Evaluation of Mandatory Requirements**

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

##### **5.1.2. Evaluation of the Proposals**

The second phase is an evaluation of the Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

##### **5.1.3 Ranking Proposals**

In the third phase, for each proposal, the Issuing Officer will review the scores, and rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

##### **5.1.4 Review by Treatment and Prevention Committee and Coordinator**

In the fourth phase, for each proposal, the Issuing Officer or designee will present the results of the rankings of the proposals and the individual proposals to the Treatment and Prevention (T&P) Committee, a subcommittee of the Arkansas Alcohol and Drug Abuse Coordinating Council (hereafter referred to as “Coordinating Council”), for review and recommendations regarding award recipients. If the T&P Committee has questions or needs clarification regarding specific proposal(s), it will contact the Issuing Officer or designee. The Issuing Officer or

designee may contact the specific respondent to obtain clarification. The T & P Committee will be required to document on approved forms the justification for each of their recommendations. The T&P Chair or designee will take the recommendations of the T&P Committee to the Coordinating Council. The T&P Committee will receive procurement training prior to receiving results of the ranking of the proposals and individual proposals.

After reviewing the recommendations of the T&P Committee, the Coordinating Council will determine the award recipients. If the Coordinating Council has questions or needs clarification regarding specific proposal(s), it will contact the Issuing Officer or designee. The Issuing Officer or designee may contact the specific respondent to obtain clarification. The Coordinating Council will be required to document on approved forms the justification for each determination as to award recipients. The Coordinating Council will receive procurement training prior to reviewing the recommendations of the T&P Committee.

## 5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under “Criteria”. The maximum points possible for each criterion are indicated in the column entitled “POSSIBLE POINTS”.

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
Background	250
Experience	300
Qualifications	250
Project Organization and Staffing	100
Project Management	100
<b>Total Possible Points</b>	<b>1000</b>

### **5.3 Contract Award Process**

If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

## ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

### PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

#### Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

#### Financial Terms of the Contract

**Payments will be made after services performed based on the following financial terms:**

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

\***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

\*\***Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None



**\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

**Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions.** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

For contracts for which the donor is a state agency, it is understood that, in accordance with Arkansas Statutes Annotated 13.339 (E), such donations are subject to availability of appropriated funds which may lawfully be used for this purpose.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### **Term of the Contract**

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

#### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such

termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### **Termination Claims**

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### **Contractor**

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

#### **Force Majeure**

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and

without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

### **Confidentiality of Information**

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information".

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

### **Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

### **Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

### **Subcontracts**

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

### **Audit Requirement:**

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Policy and Legal Services Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

### **Indemnification**

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

**Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

**Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

**Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

**Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

**Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

**Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

**Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

**Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

**State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

**Accessibility Act 1227 of 1999**

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

#### **Criminal History Check/Central Registry Check**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

#### **Prohibition Against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

#### **Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act.

#### **Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

#### **Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

#### **Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

#### **Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

\_\_\_\_\_  
(address)  
\_\_\_\_\_

Attention: \_\_\_\_\_

(name of contractor contact person or such other name or address as  
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

\_\_\_\_\_  
(address)  
\_\_\_\_\_

Attention: \_\_\_\_\_

(name of Department contact person)

### **Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

### **Certification Regarding Lobbying**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

### **Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

### **Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion

- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.



## Attachment B

## STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY #:			
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies: <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership <input type="checkbox"/> Yes <input type="checkbox"/> No

## PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

## PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

## CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

- Does this proposal contain confidential information? If "Yes", submit a redacted copy and explain on an attachment. YES ☐ NO ☐
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES ☐ NO ☐
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES ☐ NO ☐
- Does the respondent intend to offer services through a subcontractor? YES ☐ NO ☐
- If services are to be provided by a subcontractor, are the required statements attached? YES ☐ NO ☐
- Does this proposal contain the required number of copies of the proposal in the required format and containing all required information? YES ☐ NO ☐
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification? YES ☐ NO ☐
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES ☐ NO ☐
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES ☐ NO ☐
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES ☐ NO ☐
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals? YES ☐ NO ☐
- Have you received any amendments to this RFP? If "YES", how many? \_\_\_\_ YES ☐ NO ☐
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES ☐ NO ☐

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date

**ATTACHMENT C  
STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>

**1. PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:

ABA Criteria ☐      Request for Proposal ☐      Competitive Bid ☐      Request for Proposals ☐  
 Intergovernmental ☐      Emergency ☐  
 Sole Source by Justification ☐ (Must be attached).      Sole Source by Intent to Award ☐  
 Sole Source by Law ☐ Act # \_\_\_\_\_ or Statute # \_\_\_\_\_

**2. DATES, PARTIES:**

The term of this agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

<b>AGENCY NUMBER/NAME</b>	
<b>AGENCY NUMBER/NAME</b>	

<b>CONTRACTOR NAME</b>	
<b>ADDRESS</b>	

**3. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ \_\_\_\_\_

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement \$ \_\_\_\_\_

<b>Projected total cost of contract if all available periods of extensions are completed</b>	<b>\$</b>
--	-----------

**4. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

**MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_\_\_ to this agreement.

---

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

---

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

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8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

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**9. CERTIFICATION OF CONTRACTOR**

- A. "I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title) certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."
- B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

---

- C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

---

- D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

- E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

**10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. **NON-APPROPRIATION CLAUSE:**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. **TERMS:**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2 and/or as agreed to separately in writing by both parties.

This contract may be extended until \_\_\_\_\_, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**

The Agency Representative coordinating the work of this contractor will be:

_____ (NAME)	_____ (TITLE)	_____ (TELEPHONE #)
-----------------	------------------	------------------------

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number \_\_\_\_\_ to this agreement.

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:**      PROFESSIONAL ☐      CONSULTANT ☐

17. **SIGNATURES**

<hr style="border: none; border-top: 1px solid black;"/>		<hr style="border: none; border-top: 1px solid black;"/>	
<b>CONTRACTOR</b>		<b>AGENCY DIRECTOR</b>	<b>DATE</b>

<hr style="border: none; border-top: 1px solid black;"/>		<hr style="border: none; border-top: 1px solid black;"/>	
<b>TITLE</b>		<b>TITLE</b>	

<hr style="border: none; border-top: 1px solid black;"/>		<hr style="border: none; border-top: 1px solid black;"/>	
<b>ADDRESS</b>		<b>ADDRESS</b>	

<b>APPROVED:</b>	<hr style="border: none; border-top: 1px solid black;"/>		<hr style="border: none; border-top: 1px solid black;"/>
	<b>DEPARTMENT OF FINANCE AND ADMINISTRATION</b>		<b>DATE</b>

Contractor Point of Contact:

---

Name

---

Telephone Number

**ATTACHMENT D**  
**ARKANSAS DEPARTMENT OF HUMAN SERVICES**  
**PERFORMANCE BASED CONTRACTING**

**NOTE:** These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. The contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the Division/Office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

**(A) PROGRAM DELIVERABLE:**

Contractor will provide Medical Detoxification. Medical Detoxification shall be short-term treatment, no more than three (3) days, during which time prescribed medication is used to restore physiological functioning after it has been upset by toxic agents, including alcohol.

**Performance Indicators:**

- The contractor will provide thirty two beds for medical detoxification. Of those thirty two beds, ten beds must be allocated for court ordered clients.
- Medical detoxification will be available to all counties.
- The contractor will maintain compliance with the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.
- Contractor will review all requirements within the DBHS Rules of Practice and Procedure.
- Contractor will maintain compliance with the DBHS Rules of Practice and Procedure.
- The contractor shall provide necessary treatment services in accordance with DBHS Rules of Practice and Procedure and the Regional Alcohol and Drug Detoxification manual which shall be delivered by qualified and appropriate personnel.

- Personnel shall hold licenses and certifications as required by their job descriptions. Non-licensed or certified personnel shall be registered with the appropriate licensing or certification board as applicable.
- In the event of staff turn-over, key personnel must be replaced within 10 days.
- Contractor will have at a minimum one person certified in Motivational Interviewing (MI) on staff as approved by DBHS. Certification will include completing beginning, intermediate, and advanced MI classroom training; completing coaching conference calls; and developing tapes for coding. Evidence of completion of the listed requirements must be maintained in staff personnel records.
- Contractor shall provide medical detoxification in an appropriate and safe facility. Contractor will notify DBHS within 24 hours of any issues with facility utilities that may impact the care of individuals under this contract.
- Detoxification services will be delivered by a qualified Regional Detoxification Specialist (RDS)

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method/Frequency of Monitoring:**

DBHS staff will monitor compliance during quarterly site visits, licensure reviews and upon notification of deficiency.

**(B) PROGRAM DELIVERABLE:**

Contractor shall employ a licensed physician who will supervise and guide all services.

**Performance Indicators:**

- Contractor will maintain staff list and provide it to DBHS.
- Physician will be available twenty four hours a day in order to address medical emergencies or life threatening events.

**Acceptable Performance:**

100% compliance with the performance indicators.



**Method / Frequency of Monitoring:**

DBHS staff will monitor compliance during quarterly site visits, licensure reviews and upon notification of deficiency.

**(C) PROGRAM DELIVERABLE:**

Contractor will conduct a Regional Alcohol and Drug Detoxification (RADD) evaluation and other assessments prior to the provision of any service and will comply with all requirements stated within the DBHS Regional Alcohol and Drug Detoxification (RADD) Manual, including all required forms and assessments.

**Performance Indicators:**

- Contractor will use qualified personnel to administer a comprehensive assessment to eligible clients.
- If not eligible or if admission is not appropriate, the contractor will refer the potential client to a facility that may be more suitable to meet the potential client's needs and so document within the client's file.
- Contractor will place a copy of the assessment in the client's file.
- All assessments will be reviewed by an individual or group authorized to develop and approve a comprehensive treatment plan as outlined in the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.
- Contractor will only place clients in detoxification services when deemed necessary by the appropriate assessment tool.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

DBHS staff will monitor compliance during quarterly site visits, licensure reviews and upon notification of deficiency.

**(D) PROGRAM DELIVERABLE:**

The contractor will maintain all training records for staff certified as Regional Detoxification Specialists.

**Performance Indicators:**

- Qualified Regional Detoxification Specialists must be current in their Non-violent Crisis Prevention Intervention (CPI), Cardio-Pulmonary Resuscitation (CPR), First-Aid and Regional Alcohol and Drug Detoxification (RADD) training.
- Documentation of completion of RDS requirements will be maintained in personnel records.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

DBHS staff will monitor compliance during quarterly site visits, licensure reviews and upon notification of deficiency.

**(E) PROGRAM DELIVERABLE:**

The contractor will submit all client information through the DBHS Alcohol and Drug Management Information System (ADMIS).

**Performance Indicators:**

- Contractor will submit all new client information into the ADMIS system no later than the last day of each month.
- At the request of DBHS, contractor will adhere to any and all special reporting requirements in regard to the ADMIS system.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Compliance will be monitored monthly through ADMIS by the Quality Assurance, Data Management section.

**(F) PROGRAM DELIVERABLE:**

Contractor will provide tobacco cessation services.

**Performance Indicators:**

- Plans will include tobacco cessation support activities for clients and staff including but not limited to the use of: Counseling, Quit Lines, Nicotine Replacement Therapies, and Medications Signage and organizational policy.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

DBHS staff will conduct semi-annual compliance reviews.

**(G) PROGRAM DELIVERABLE:**

Contractor will maintain client records in a fully functioning electronic health record (EHR) system.

**Performance Indicators:**

- Contactor will demonstrate their EHR system to DBHS staff during on site monitoring.
- DBHS staff will have access to the EHR in order to monitor client records for completeness.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

DBHS staff will conduct semi-annual compliance reviews.

**(H) PROGRAM DELIVERABLE:**

Contractor will provided Court Ordered Residential Treatment (CORT) Service to Prairie, Pulaski, Saline, and Lonoke counties.

**Performance Indicators:**

- Contractor will provide a minimum of twenty-eight (28) hours of structured residential treatment weekly. The hours shall consist of a minimum of five (5) hours daily (Monday through Friday) and a minimum of three (3) hours Saturday or Sunday.
  - At a minimum, structured residential treatment shall include:
    - Intake;
    - Individual and group therapy;
    - Case management; and
    - Room and board.

**REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.

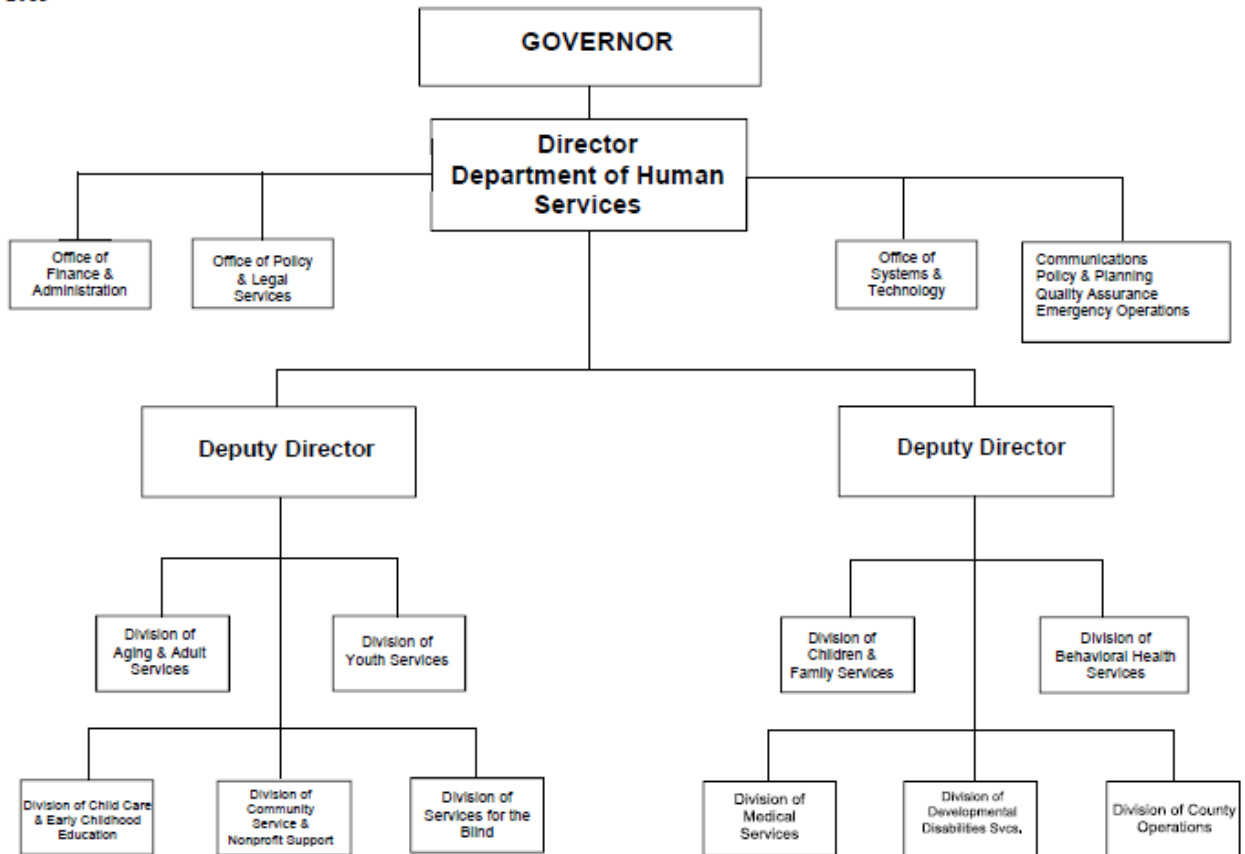
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

## ATTACHMENT E

### DEPARTMENT OF HUMAN SERVICES ORGANIZATIONAL CHART

Arkansas Department of Human Services  
January 2013

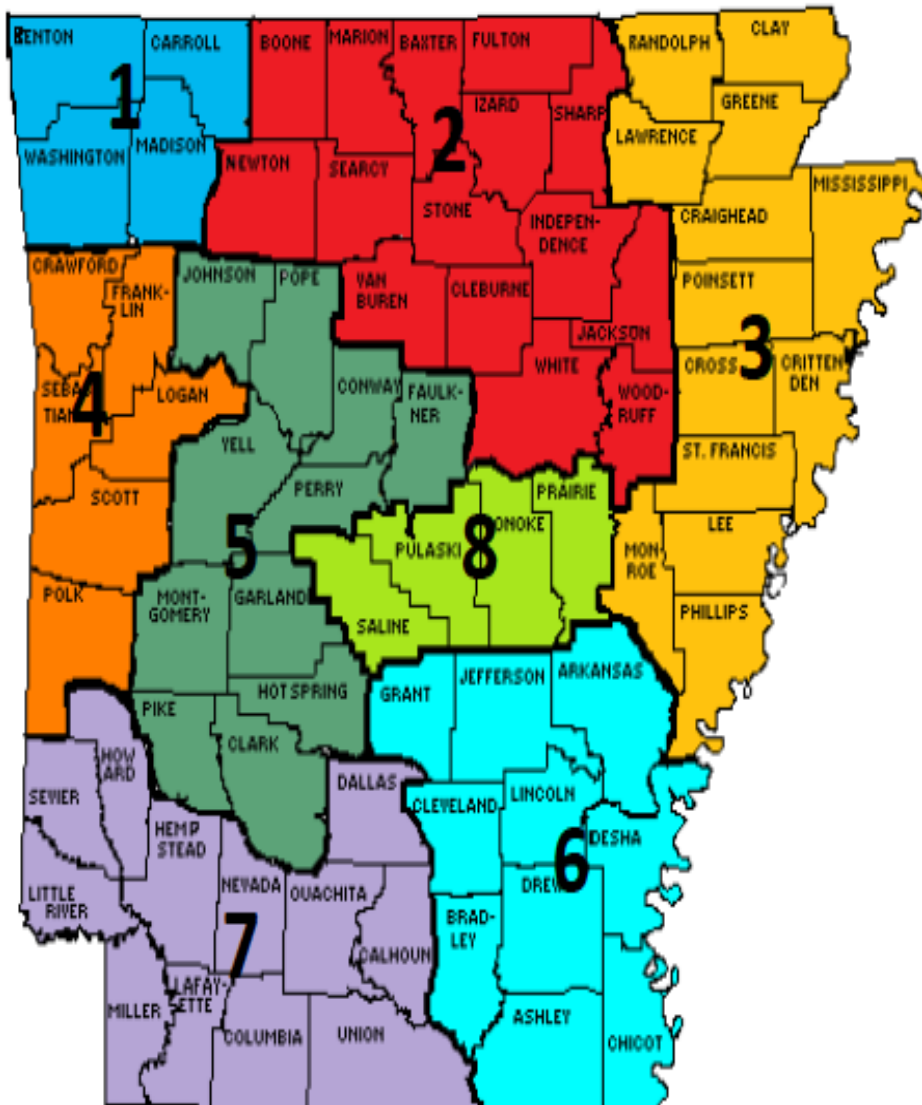


**ATTACHMENT F**  
**DIVISION OF BEHAVIORAL HEALTH SERVICES (DBHS)**  
**ORGANIZATIONAL CHART**

## ATTACHMENT G

### Arkansas Regional Map

#### ARKANSAS REGIONAL MAP



**ATTACHMENT H**

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH SERVICES  
OFFICE OF ALCOHOL AND DRUG ABUSE  
PREVENTION**



**LICENSURE STANDARDS FOR  
ALCOHOL AND OTHER DRUG  
ABUSE TREATMENT PROGRAMS**

**REVISED 3/1/2011**

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**LICENSURE STANDARDS**  
**FOR**  
**SUBSTANCE ABUSE TREATMENT PROGRAMS**

**AUTHORITY**

The Department of Human Services, Division of Behavioral Health Services, Office of Alcohol and Drug Abuse Prevention (OADAP) is vested by A.C.A. § 20-64-901 *et seq.* with the authority and duty to establish and promulgate rules for licensure of substance abuse treatment programs in Arkansas. All persons, partnerships, associations, or corporations establishing, conducting, managing or operating and holding themselves out to the public as an alcohol and other drug abuse treatment program must be licensed by OADAP, unless expressly exempted from these requirements. Programs administered by the Department of Defense, the Veterans Administration, acute care hospital based alcohol and drug abuse treatment programs governed by § 20-9-201, § 20-10-213 and § 20-64-903, and persons exempted from licensure under Arkansas Code § 20-64-903 are not required to be licensed by OADAP, but may voluntarily seek licensure.

The OADAP is designated as the State Authority (SA) governing opioid treatment in Arkansas. Opioid Treatment Programs (OTPs) providing opioid treatment services shall comply with the applicable Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs including the specific standards for opioid treatment developed by OADAP. Opioid treatment services shall comply with all applicable federal, state and local laws and regulations including those under the jurisdiction of the Substance Abuse Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), the Drug Enforcement Administration (DEA) and the State Authority (SA).

As a condition of OADAP licensure approval, or funding, programs must comply with all laws and regulations regarding alcohol or drug treatment, programming, services, accreditation, or education.

**HISTORY**

Act 644 of 1977 created the Arkansas OADAP and charged the office with the responsibility for developing and promulgating standards, rules and regulations for accrediting alcohol and other drug abuse prevention and treatment programs/facilities within the state. Accreditation standards for alcohol and other drug abuse treatment programs were implemented in response to state and federal legislation, as well as the changing needs of the alcohol and drug abuse treatment programs. The first accreditation standards were adopted and implemented on January 1, 1983. Act 597 of 1989 delegated OADAP as the sole agency responsible for accrediting all alcohol and other drug abuse treatment programs. Revisions to the Accreditation Manual were promulgated on September 1, 1989. Act 173 of 1995 changed the accreditation process to a licensure process.

With the advent of the 1995 legislation, the Standards were promulgated and implemented as a Licensure Manual on July 1, 1995. The first Methadone Treatment Program Standards were developed and promulgated by OADAP on October 1, 1993. The Methadone/LAAM Treatment

Program Standards were revised to include LAAM treatment on July 1, 1997. Subsequently LAAM treatment has been discontinued as a practice. More recently Buprenorphine has been recognized for use as an Opioid treatment. Thus, per designation of OADAP, the State Methadone Authority (SMA) has given way to the current designation of OADAP as the State Opioid Treatment Authority (SOTA) governing opioid treatment in Arkansas.

## **ABSTRACT**

The Licensure Standards for Substance Abuse Treatment Programs Manual are State issued rules and regulations governing the licensure process. The Manual includes:

- (1) Procedures for Licensure
- (2) Licensure Types
- (3) Substance Abuse Treatment Standards
- (4) Application for Licensure

The Procedures for Licensure explains the licensure process for treatment programs, the Standards Review Team and other issues regarding licensure.

The Application for Licensure must be completed by all programs seeking licensure as an alcohol and/or other drug abuse treatment program in Arkansas prior to the on-site initial review.

An alcohol and other drug abuse treatment program must be in compliance with all applicable Standards in order for a program to obtain a one year or a three year license.

Questions concerning the licensure of alcohol and other drug abuse treatment programs in Arkansas may be directed to:

Department of Human Services  
Division of Behavioral Health Services  
The Office of Alcohol and Drug Abuse Prevention  
Director, Program Compliance and Outcome Monitoring  
305 South Palm Street, Administration  
Little Rock, Arkansas 72205

Physical Address:  
4800 West Seventh Street  
Little Rock, AR 72205

Phone: 501-686-9866  
Fax: 501-686-9396

<http://www.arkansas.gov/dhhs/dmhs/>

## **PROCEDURES FOR LICENSURE**

Licensure is required of any individual, partnership, association or corporation operating or seeking to operate a substance abuse treatment program in the State of Arkansas. Upon promulgation of revisions to the standards, OADAP will provide to each of the programs known to be operating within Arkansas, a copy of the newly issued Licensure Standards for Alcohol and other Drug Abuse Treatment Programs manual.

A schedule for the licensure process for each treatment program with the participation of the program under review will be developed by OADAP. The entire licensure process for a program is shown below, with explanatory comments following.

- Step 1
  - a) Programs currently licensed shall be notified by OADAP of the upcoming licensure review.
  - b) First time applicants seeking licensure shall submit a completed application for licensure to OADAP.
  - c) Unlicensed alcohol and other drug abuse treatment programs will be notified by OADAP of the need to make application for licensure.
- Step 2 Receipt by OADAP of the program's completed application for licensure. First time applicants shall submit a non-refundable \$75.00 application fee. All licensed programs are billed annually by OADAP for a \$75.00 renewal fee.
- Step 3 OADAP staff shall develop the schedule and requirements for the review of the program.
- Step 4 OADAP will provide written confirmation and notification to the program to include:
  - a) Timetable developed in Step 1 – 3 above.
  - b) Members of the Standards Review Team for that program (see Standards Review Team Member selection process).
  - c) Notice of Requirement Form (form must be signed and returned to OADAP prior to the start of the licensure review)
- Step 5 Formal on-site reviews by the OADAP Standards Review Team.
- Step 6 Report by the OADAP Standards Review Team and recommendations to the Director of Program Compliance and Outcome Monitoring, Alcohol and Drug Abuse Prevention.
- Step 7 Formal report to the program including findings and recommendations of the OADAP Standards Review Team with the type of license awarded.
- Step 8 When applicable, responses to the program's appeal and/or scheduling of a follow-up Licensure Review.

- Step 9 Submission to OADAP, by the program, of a \$1,500.00 non-refundable licensure review fee (for first time applicants only) due after the review.

**NOTE: The formal license will only be issued upon receipt of payment of the licensure review fee.**

### **APPLICATION PROCESS FOR OPIOID TREATMENT PROGRAMS (OTP)**

An OTP shall not operate in the State of Arkansas prior to completion of the application process. The following criteria must be met:

- a) Program has approval from the Drug Enforcement Administration (DEA) on file with OADAP; and,
- b) Program has approval from the Center for Substance Abuse Treatment (CSAT).
- c) The program has received licensure as an Alcohol and Other Drug Abuse Treatment Program;

### **NEW PROGRAMS COMMENCING OPERATION**

Programs seeking licensure, or required to receive a licensure review, will complete all steps specified in the application process. OADAP shall review standards applicable to programs that have not yet provided substance abuse treatment. If the program has met the requirements outlined below, OADAP will issue a six (6) month operational permit.

- 1. Governing Board Authority and Procedures
- 2. Program Planning and Evaluation Processes
- 3. Employment and Personnel Practices
- 4. Program Services (to include applicable specialized services applied for)
- 5. Inspection of the Physical Plant
- 6. Articles of Incorporation/By Laws on file with the Arkansas Secretary of State
- 7. Board Minutes on file
- 8. Insurance Documentation
- 9. Evidence of current valid certifications of building, fire, safety and health inspections.
- 10. Policies and Procedures Manual
- 11. Client Handbook

Prior to expiration of the six (6) month operational permit, a formal review, with a Standards Review Team (SRT) will be performed to determine the program's level of compliance with all applicable standards. If the program under review is found to be in full compliance with all applicable standards, then the SRT shall recommend a one (1) year license.

### **STANDARDS REVIEW TEAM**

The members of the Standards Review Team (SRT) for each program will consist of members who participate in the formal on-site review. OADAP reserves the right to adjust the size of the SRT as

appropriate to conform to the size and complexity of the program under review. The SRT ordinarily will be composed of representatives from:

- a) At least one team member from OADAP. If more than one member, one member will be designated as “team leader”.
- b) At least one team member from another treatment program, as selected by OADAP. Representative(s) from other organizations or agencies may be selected as deemed appropriate by OADAP.

The program to be reviewed will be notified prior to the licensure review as to the composition of the SRT. If, for a valid reason, the program objects to a particular team member from another treatment program, OADAP may select a different member.

The minimum requirements for a SRT Member from another treatment program are:

- a) A minimum of three (3) years experience in program administration and/or substance abuse treatment.
- b) The SRT member must not be a current or former employee or client of the program to be reviewed.
- c) The SRT member must currently hold a license or certification that would allow the signing of comprehensive treatment plans as specified in the Standards.
- d) Peer Reviewer information will be forwarded for background check thirty (30) day’s prior to a review at the Department of Corrections.

Note: A SRT member reviewing only administrative functions is not required to hold the credentials specified in item “c” above.

### **FORMAL LICENSURE REVIEW**

The SRT shall make a formal on-site review. Minimally, OADAP shall inspect the facilities prior to the expiration of the program's license. OADAP may extend a program's license for no longer than six (6) months. The licensure review will include examination of program documents and records, client case records, fiscal audits, interviews with staff and clients (in accordance with confidentiality laws) and interviews with various community agencies/individuals. Other sources may be used to determine compliance as applicable. OADAP reserves the right to contact former clients of the program under review to determine compliance with applicable standards.

Prior to the exit interview, there will be a meeting of the SRT members. During the meeting, each member will present his/her findings and recommendations on the area(s) assigned to him/her. All areas in terms of strengths, weaknesses or deficiencies, as well as the decision of compliance on each applicable standard will be discussed and evaluated.

### **EXIT INTERVIEW**

Following the SRT meeting, the SRT will meet with the Chief Executive Officer, Program Director or Clinical Director, and at least one (1) member of the Governing Board (if applicable). The team members will present the review findings. The purpose of this meeting will be to discuss and clarify

the findings and recommendations noted by the team members. The Director of the OADAP will make the final determination as to whether licensure will be granted.

### **LICENSURE DETERMINATION**

Within fifteen (15) working days of the last day of the on-site review, a written report will be completed by the SRT team leader and forwarded to the Program Director. Based upon this report OADAP shall award the appropriate type of license.

OADAP reserves the right to contact the clients of licensed programs to aid in the determination of compliance with specific standards. OADAP reserves the right to conduct a full licensure review prior to the expiration of the program's current license. In addition, OADAP reserves the right to use peer reviewers, as deemed appropriate, to assist in audits, client record reviews, investigations or other monitoring/compliance processes.

### **LICENSURE REVOCATION**

OADAP may at its discretion revoke the operational permit of any program applying for licensure unable to meet compliance with the Standards for licensure. OADAP shall also initiate action to revoke the license of any program found not to be in full compliance with the Standards.

### **COMPLIANCE REVIEW**

In addition to the licensure review, OADAP will conduct, at least two (2) announced or unannounced compliance reviews. A compliance review will primarily consist of a case record review, but could include the review of any or all of the Standards. Opioid Treatment programs will receive unannounced reviews, at least quarterly, to determine the program's ongoing compliance with opioid treatment specific standards.

### **ADMIS COMPLIANCE**

All alcohol and other drug abuse treatment programs in Arkansas are required to report client-related data in accordance with the requirements of the current ADMIS. For acute care, hospital based alcohol and drug abuse treatment programs, failure to report may result in notification to the Arkansas Department of Health, Division of Health Facility Services, of failure to comply with requirements of Act 25 of 1991. Licensure awarded automatically pursuant to Act 173 of 1995 shall not be affected by failure to report. For all other treatment programs, failure to report may result in the loss of OADAP required licensure.

### **TYPES OF LICENSES**

#### **Six-Month Operational Permit**

If the program seeking licensure is not currently licensed, OADAP staff, along with any appropriate outside agencies, shall perform an initial licensure review of those Standards applicable to programs not currently licensed. If the program is in substantial compliance with all applicable Standards, as determined by OADAP staff at the time of the review, then OADAP will issue a six (6) month



operational permit. No later than six (6) months after the according of the permit, a formal review with a SRT will be performed to determine the program's level of compliance with all applicable standards. A one-time six (6) month extension of the operational permit will be considered for extenuating circumstances.

#### One-Year License

Following completion of a licensure review by an SRT, a one-year license will be accorded to a program that previously held a six-month operational permit, if all applicable Standards are found to be in full compliance.

#### Three-Year License

All applicable standards must be in compliance at the time of the formal licensure review to be accorded a three-year license. A program operating under a one-year or three-year license may be accorded a three-year license.

#### Probationary License

A license can be revoked at any time OADAP determines (by licensure or compliance reviews), that a program is not in compliance with the licensure standards. A six-month probationary license will be accorded to allow the program to bring the program into full compliance with the Standards. The probationary license shall not exceed six months from the date of its issue. Any programs issued a probationary license shall submit a corrective action plan to the Director of Program Compliance and Outcome Monitoring within thirty (30) calendar days from receipt of the probationary license. Once in compliance, they will be accorded a one-year license, and continue to operate.

If the program fails to fully comply with applicable standards, during the probationary period, and fails to bring standards into full compliance prior to the end of the six-month period and formal review, that would allow a one-year license, then the program will become non-licensed (see next page).

The program may request that the review be performed prior to the end of the probationary license. Programs with a probationary license shall not receive an extension.

#### Non-Licensed

Programs failing to comply with all applicable licensure Standards after the expiration of a six-month operational permit or a probationary license shall receive a non-licensed status. Programs receiving a non-licensed status shall not be allowed to operate as an alcohol or other drug abuse treatment program in the State of Arkansas. Programs receiving a non-licensed status shall wait a minimum of six (6) months before they can apply for a six-month operational permit.

### **CARF, JCAHO AND COA ACCREDITED PROGRAMS**

Programs meeting the alcohol and drug abuse treatment standards of the Commission on Accreditation of Rehabilitation Facilities (CARF), Joint Commission on the Accreditation of Health Care Organizations (JCAHO), or the Council on Accreditation (COA) shall automatically receive

OADAP licensure as licensed alcohol and drug abuse treatment programs provided they also met Licensure Standards for Alcohol and/or Other Drug Abuse Treatment Programs in the following areas:

- (1) Treatment Plan development
- (2) Progress Note development
- (3) Treatment Plan reviews
- (4) Clinical Supervision
- (5) Health and Safety issues
- (6) Physical Plant requirements

The license shall be awarded by the office upon presentation by the program of evidence of accreditation by JCAHCO, CARF, or COA and verification of compliance of the above listed areas by the office personnel. This subsection does not apply to methadone treatment programs operating in the State of Arkansas. All methadone treatments programs shall be licensed by the office.

## **APPEAL PROCESS**

If, for any reason, a program does not agree with the licensure decision, the program may appeal the adverse decision in accordance with the provisions of section VII, 6.00, Appeal Process for adverse action, set out in the Rules of Practice and Procedure. Written notification must be received by the Chairperson of the Arkansas Alcohol and Drug Abuse Coordinating Council, no later than thirty (30) calendar days after the program's receipt of the licensure decision.

The appeal must contain:

1. A statement of the specific action which is being appealed.
2. The reason the licensure applicant believes the adverse action was incorrect.
3. The specific outcome requested.

When the written appeal is received, the Chairperson of the Alcohol and Drug Abuse Coordinating Council will establish a date for the administrative hearing and notify the parties in writing. All hearings shall be conducted in accordance with the Arkansas Administrative Procedures Act codified at A.C.A. § 25-15-201 et seq.

Compliance required: As a condition of the Office of Alcohol and Drug Abuse Prevention, licensed programs must comply with all laws, rules and regulations regarding alcohol or drug treatment. Programs licensed under these standards are not authorized to provide educational services to DUI/DWI offenders. In order to provide these services, programs must be an OADAP contracted alcohol education program.

## **LICENSURE STANDARDS FOR ALCOHOL AND OTHER DRUG ABUSE TREATMENT PROGRAMS**

**GOVERNING BODY (GB)** - The governing authority or legal owner of a program has the primary responsibility to create and maintain the organization's core values and mission via a well-defined and annually updated strategic plan which sets out authority over and responsibility for all programs. The authority shall ensure compliance with all applicable legal and regulatory requirements and supervise the recruiting of staff members that are competent and representative of the specific cultures and populations served. The governing body shall advocate for needed resources to carry out the mission of the organization and actively collaborate with the management staff to ensure the success of day to day operations.

- GB1      There shall be a governing body which has the ultimate authority for the overall operation of a program, which is one of the following as verified by the program's articles of incorporation:
- a.    A public, non-profit organization; or
  - b.    A private, non-profit organization; or
  - c.    A private, for-profit organization; or
  - d.    A foreign corporation authorized to do business in Arkansas
- GB2      Each program shall have a governing body or other responsible person that is accountable for the development of policies and procedures to guide the daily operations. If a program is governed by a board of directors, minutes and records of the board of directors meetings shall document that the program administrator has reported to the governing body or its designated representative a minimum of four times per year.
- GB3      Each program shall retain written documentation that describes the means by which the governing body shall maintain written documentation for all of the following:
- a.    The election or appointment of its officers and members;
  - b.    The orientation of new governing body members and any subsequent training;
  - c.    The appointment of committees as necessary to effectively discharge responsibilities;
  - d.    The scheduling of meetings; and
  - e.    Determination of quorum requirements; and, keeping minutes of all meetings;
- GB4      The governing body shall hold meetings and keep minutes that include:
- a.    Date(s);
  - b.    Names of the members attending;
  - c.    Summary of discussion;
  - d.    Actions taken;
  - e.    Target dates for implementation and recommendations;
  - f.    The minutes shall be signed by a member, as designated by the governing

- body; and
- g. The minutes shall be available to staff, persons served and the general public upon request (applies to non-profit organizations only).

GB5 The governing body for the organization shall:

- a. Delegate a Chief Executive Officer for the program that is not a member of the governing body (applies to non-profit organizations only);
- b. Prohibit any employee from being a voting member of the governing body;
- c. Delegate authority and responsibility to the Chief Executive Officer for the management of the program in accordance with established policy; and
- d. Perform an employment evaluation of the Chief Executive Officer at least annually.

GB6 The governing body shall:

- a. Maintain an authorized policy and procedures manual that describes the regulations, principles, and guidelines that determine the substance abuse treatment program operations;
- b. Review and update the policy and procedures manual as needed, but at least annually (as verified in the board minutes);
- c. This policy and procedures manual shall be made available to the public upon request (applies to non-profit organizations only).

## **PROGRAM PLANNING/EVALUATION (PP&E)**

PP&E 1 A program plan will be developed and approved by the governing body which addresses outcome measures and includes:

- a. A written statement of the substance abuse treatment program goals and objectives;
- b. A written plan for implementation of the goals and objectives; and,
- c. An organizational chart that includes the structure including lines of authority, responsibility, communication and staff assignments.

PP&E2 The Governing Body will evaluate the plan annually based on the goals and objectives of the program. This includes operational definitions of the criteria to be applied in determining achievements of established goals, objectives and a mechanism for:

- a. Assessment of the progress toward attainment of the goals;
- b. Documentation of program achievements not related to original goals;
- c. Assessing the effective utilization of staff and program resources;
- d. Documentation verifying the implementation of the evaluation plan; and
- e. Identify the results of the evaluation process.

**FISCAL MANAGEMENT (FM)** - The Governing Body shall oversee the management of a program which maintains a comprehensive written schedule of service fees and charges and which offers a reasonable payment plan that takes into account the clients' income, resources and dependents. This will be reviewed and approved annually by the governing body and shall be accessible to the public (applies to non-profit organizations only).

- FM1      The Governing Body shall ensure that the program has liability insurance that provides for the protection of the physical and financial resources of the program:
- a.    To cover its clients, staff and general public;
  - b.    To include coverage of the building, equipment, and vehicles; and
  - c.    If part of a governmental agency, in lieu of liability insurance, the program has other proper means of protection for the items specified.

**FINANCIAL EVALUATION (FE)** - Each client shall receive a financial evaluation that includes all sources of income. The sources shall be verified and documented. Sources must include all household income (i.e. public assistance, retirement, social security and VA). If specific amounts are unavailable, averages or reasonable estimates may be used. A client's insurance coverage shall be documented.

**ADMINISTRATIVE OPERATIONS (AO)** - The program shall have written policy and procedures with supporting documentation for all the following:

- AO1 Ownership Change. The program shall provide written notification to OADAP at least thirty (30) calendar days prior to any change of name, ownership, location, control of the facility, or make major programmatic changes using the OADAP form (see Addendum 1).
- AO2 Access Policy. The program has a policy defining the program's areas that may be accessed by clients and visitors that includes medication areas, dispensing and food preparation areas.
- AO3 Directory. The program shall maintain a log of all visitors to the program to protect client confidentiality in accordance with 42 CFR Part 2.
- AO4 Tobacco Products. The program shall have a written policy and procedure prohibiting the use of any tobacco products within the facility in accordance with the Arkansas Clean Indoor Act of 2006. If the program provides a designated smoking area it shall be located a minimum of 25 feet from any entrance to the facility and shall not be in a common area that non-smoking individuals must transverse to gain access into the facility. In addition the program shall prohibit the use of alcohol, tobacco and illicit drugs by staff which includes:
- a. Providing, distributing, or facilitating the access of tobacco products to clients;
  - b. Use of tobacco products in the presence of clients or visitors; and
  - c. Prohibits the public display of tobacco products by staff.
- AO5 HIV/AIDS. The Program shall implement a written policy that states the Program shall not deny treatment to a person based on his or her actual or perceived sero status, HIV related condition or AIDS.
- AO6 Advertising. The Program shall not use incentives or rewards or unethical advertising practices to attract new clients. This shall not forbid the Program from rewarding clients that maintain exemplary compliance with program rules and their individualized treatment plans.
- AO7 Privacy. The private counseling area used provides sufficient privacy to maintain confidentiality of the communication between counselor and client. A private meeting area shall be available for clients to meet with their legal representatives, service providers, family members or persons providing assistance in attaining treatment goals.
- AO8 Emergency/Natural Disaster. The program shall develop written policies and

procedures for continued safety and treatment of clients in the event of an emergency or natural disaster. Emergency policy and procedures are readily available to all staff; the program has a written internal disaster plan which includes the training of staff in disaster and evacuation procedures, a list of alternate resources and the monthly rehearsal of various disastrous scenarios of the procedure are documented.

- AO9 Critical Care Referral. The program will have policies and procedures for referring clients for services needed at a critical care facility.
- AO10 Workforce Safety. The program has implemented work practice controls and provided personal protective equipment to reduce exposure to bodily fluids through the normal performance of their duties.
- AO11 Infection Control. The Program shall have written policies for infection control, which are in compliance with the Center for Disease Control and Prevention. Guidelines.
- AO12 STD Control. The program shall have policies and procedures describing the programs services for HIV/AIDS, Sexually Transmitted Diseases (STDs), Tuberculosis (TB) and Hepatitis to include:
- a. The provision of testing and treatment at the program or through a written referral agreement with a medical entity qualified to provide such services;
  - b. Testing shall be available to all clients upon request;
  - c. All testing shall be voluntary;
  - d. All clients shall receive HIV/AIDS, STD, Hepatitis and TB education per admission; and
  - e. There will be documentation of all above.
- AO13 Client Handbook. The Client Handbook shall clearly state that the program shall not be held responsible for any medical costs incurred by clients or children occupying the program and transported to medical appointments. The provider's responsibility is limited to arranging for the clients to access these services and providing transportation for them.
- AO14 Grievance Policy. The Program shall have a grievance policy which states that there is a reasonable, specific deadline for completing the grievance process. At the program level, once received, client grievances must be reviewed and a decision reached in accordance of the program's policies and procedures. Grievances to be reviewed by the governing board shall be heard no later than the board's next scheduled meeting.
- AO15 The program will maintain a publicly listed or local telephone number.



- AO16 Hours of operation are scheduled to make services accessible to clients and the general public.
- AO17 There shall be no less than one (1) staff on duty at all times per twenty-five (25) clients, per physical site. (Not Applicable to Criminal Justice System).
- AO18 There shall be no less than one (1) treatment staff per twenty (20) clients during scheduled treatment activities.
- AO19 A counselor's caseload shall not exceed the 25 to one (1) client/counselor ratio in a residential setting.
- AO20 The program has at least one staff person present during operating hours who maintains a valid certification in First Aid, Cardio-Pulmonary Resuscitation (CPR) and Non-violent Crisis Prevention and Intervention (NCPI). All Specialized Women Services programs will have at least one staff person who is certified in child and infant CPR. This documentation will be verified by the staff member's personnel record.
- AO21 The program has procured an agreement with a mental health provider licensed or certified in the State of Arkansas to provide consulting services for dually diagnosed treatment applicants or clients. The agreement must be updated every two years.
- AO22 The program maintains a comprehensive resource directory (updated every 2 years) of local community and government agencies within the service area which contains at least:
- a. The name and location of the resources;
  - b. The type of services provided by the resource;
  - c. The eligibility criteria for the resource; and
  - d. The phone number(s) and name(s) of the contact person(s).
- AO23 Documenting outreach and referral activities necessary to educate judges, prosecuting attorneys, law enforcement personnel, community service providers, substance abuse treatment programs, and the public as to the operations of the program.
- AO24 The program will provide written referral to or coordinate introduction of available resources and services through community and government agencies that will assist with specialized needs to maintain a continuum of client care. These agreements shall include:
- a. The services the resource agrees to provide;
  - b. The duration of the agreement;
  - c. The procedures to be followed in making referral;

- d. A statement of conformity to federal, state, and program confidentiality requirements;
- e. Date, time and signatures of both parties; and
- f. The agreements must be updated every two years.

AO25 Services are available to provide a variety of diagnostic and primary substance abuse treatment on both a scheduled and non-scheduled basis. Services provided by the program include, but are not necessarily limited to the following:

- a. Case management;
- b. Orientation to the program's operations and procedures;
- c. Screening of applicants for substance abuse treatment service for referral, or treatment purposes;
- d. Individual, group and family counseling sessions;
- e. Crisis intervention; and
- f. Interdisciplinary treatment services.

AO26 Residential services are provided seven (7) days per week, 24 hours per day and provide;

- a. A minimum of twenty-eight (28) hours of structured treatment weekly
- b. A minimum of five (5) hours daily (Monday through Friday) and
- c. A minimum of three (3) hours daily on Saturday and/or Sunday.

**(See Definitions Section for an explanation of “structured treatment.”)**

AO27 Partial day treatment programs provide services at a minimum of four (4) hours per day and at least five (5) days per week.

AO28 Protocol for administrative discharge to include: threats of violence or actual bodily harm, disruptive behavior, sexual misconduct, loitering, sale, purchase or use of drugs or alcohol, continued unexcused absences from counseling.

AO29 When a program determines to administratively discharge a client, the program shall provide a written statement containing:

- a. The reason(s) for discharge;
- b. Written notice of his or her right to request review of the decision by the Program Director or his or her designee; and
- c. A copy of the appeal procedures.

**HUMAN RESOURCES (HR)** - The Governing Body shall ensure that the program has written personnel policies and procedures that apply to employees and those working under the supervision of individuals employed by the program (i.e. contracted workers, interns, volunteers, visitors). These shall include but not be limited to the following:

- HR1      Ensure compliance with all legal, ethical, and regulatory codes in accordance with Title VI/Title VII of the 1964 Civil Rights Law, Equal Employment Opportunities Commission (EEOC) (race, color, sex, religion, national origin, age or disability).
- HR2      Prohibiting harassment of any nature including that of race, color, religion, age, sexual orientation, physical or mental disability and unwanted sexual advances.
- HR3      The program shall designate an employee who will monitor the programs compliance with the Americans with Disability Act (ADA), and educate all staff.
- HR4      Consequences for unethical conduct and violations of the harassment policy will include:
  - a.    Steps for reporting violations;
  - b.    Process for investigating allegations; and
  - c.    Disciplinary process for violations.
- HR5      Background investigations shall be required for all staff that have direct contact with clients or client records. Results will determine eligibility for employment in accordance with program policies.
- HR6      A program cannot employ any person currently receiving substance abuse treatment services. This also prohibits the use of clients to monitor the program.
- HR7      Former substance abuse clients shall not provide direct treatment services for 12 months after their discharge from substance abuse treatment.
- HR8      An employee assistance program or provisions for referral to such services must be available.
- HR9      Employee grievance protocol which is reviewed, updated and approved annually by the governing body. Documentation of employee grievances shall be confidential and shall be stored separately from personnel records.
- HR10     Personnel shall meet all local, state, or federal legal requirements for their position. (e.g. licensing and certification)

- HR11 All non-certified or non-licensed staff, including volunteers, providing counseling and treatment related services, shall be registered with the Arkansas Substance Abuse Certification Board (ASACB). An exception is granted for those staff involved in an internship or practicum from another human services or behavioral discipline.
- HR12 Students or interns shall be supervised by a paid staff member and shall not be used to supplant direct treatment service employees.
- HR13 A Counselor in Training (CIT) shall provide evidence that a minimum of thirty (30) clock hours of continuing education is obtained per year toward the certification process.
- HR14 CITs providing direct treatment services must be receive at least one hour of individual supervision or ninety minutes of group supervision weekly. Such supervision must be documented and must be performed by persons authorized to approve treatment plans, as specified in this manual.
- HR15 Policy includes a specific process for completion of a comprehensive evaluation of personnel performance on at least an annual basis for all staff.
- HR16 The process for evaluation of personnel performance requires a written report and requires documentation that the evaluation is reviewed with the employee.
- HR17 The program has established an appropriate staff development plan for all employees and volunteers. The plan is to include:
- a. An orientation program for each staff person, which includes a documented review of the program's policies and procedures;
  - b. A training program based upon the identified needs of staff, volunteers (volunteers working less than ten hours monthly are exempt) and designated staff development representative. The needs are identified and documented at least annually. The plan must include staff signatures; and
  - c. Employees signature.
- HR18 Personnel records will be kept on all employees, volunteers and professionals contracted to provide direct treatment services that contain at least:
- a. Job descriptions for all positions will be reviewed annually and include:
    - (1) Qualifications to include, education, experience, licensing and certifications relevant to the position;
    - (2) Reporting supervisor's position;
    - (3) Position(s) supervised; and
    - (4) Duties and responsibilities.

- b. Application/resume;
- c. License/certification, where applicable;
- d. Proof of Professional liability insurance (if required by license/certification)
- e. Verification of academic records (when required by job descriptions);
- f. Results of criminal background checks, if required for the position;
- g. A signed statement acknowledging receipt and compliance with the following:
  - (1) Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2);
  - (2) Health Insurance Portability and Accountability Act (HIPPA) (45 C.F.R. Parts 160 and 164);
  - (3) Client Rights as listed in these standards;
  - (4) Program Policy and Procedure Manual;
  - (5) Employee assistance plan;
  - (6) Emergency Policies;
  - (7) Organizational chart;
  - (8) Job Description; and
  - (9) Annual employee evaluation.

HR19 Employee records are stored in a secure and confidential place.

**CLINICAL PROCEDURES (CP)** - The program will have written policy and procedure for the following:

- CP1 The Program shall comply with state and federal regulations governing confidentiality of alcohol and drug abuse client records and other client identifying information. Existing federal regulation include the Health Insurance Portability and Accountability Act and 42 CFR, Part 2. Both regulations provide for safeguarding files or other client identifying information from disclosure or access by unauthorized individuals, and require that records be maintained in a secure manner. OADAP shall review records for the purpose of monitoring execution of the policies and standards required by these regulations.
- CP2 Documentation shall not contain slang, technical jargon, or abstract terms.
- CP3 Errors in the treatment chart should never be corrected with “white-out” or Marker, by pasting paper over the error or by any other method, which would obliterate the original words. When an error is corrected, the original text must remain readable. A single line is to be drawn through the error, the correct information added with the date and initials of the person making the correction.
- CP4 No documentation shall be signed and dated prior to completion;
- CP5 The program's treatment services, lectures, and written material shall be appropriate to the clients served, age-appropriate and easily understood by clients.
- CP6 There is documentation of planned programs, consistent with the needs of the clients, for social, educational, and recreational activities for all clients for daytime, evenings and weekends.
- CP7 The program shall retain all documentation for at least six (6) years and shall ensure that all individual client records are disposed of in a secure manner. The written policies and procedures shall ensure:
  - a. The program exercises its responsibility for safeguarding and protecting loss, tampering, or unauthorized disclosure of information, and the file cabinets and files are marked “CONFIDENTIAL;”
  - b. Client case records are readily accessible to those individuals specifically authorized by program policy.
  - c. Content and format of client records are kept uniform;
  - d. Entries in the client record are signed, dated and time noted;
  - e. Client records which are part of an unresolved audit, investigation or other legal process shall be maintained for a minimum of six years or at least until the audit, investigation or other legal process is resolved;
  - f. Forms in each client record are bound in such a manner to minimize

- accidental loss;
  - g. Allergies and/or other serious conditions are "flagged" on the outside of the record;
  - h. The Program shall make records available to OADAP upon request; and
  - i. Each new admission, readmission or transfer admission is interviewed and the interview is documented in the client record.
- CP8 The program has standardized screening protocol to determine applicants eligibility and appropriateness for admission to treatment.
- CP9 The program has a uniform intake process and documentation shall include:
- a. The types of information to be gathered on all clients;
  - b. Procedures to be followed when accepting referrals;
  - c. Offering case management, withdrawal risk assessment, outpatient services, education, and referral to another licensed program when the program is at full capacity; and
  - c. Procedures for the provision of emergency services (i.e. after hour admission, medical emergencies) and other special circumstances.
- CP10 A client handbook is made available to all clients and a receipt must be in the client record. The client handbook shall include the following:
- a. A written statement of the services provided by the program and a description of the kinds of problems and types of clients the program can serve;
  - b. A written statement describing admission and discharge procedures;
  - c. A written statement describing living conditions and standards of behavior expected;
  - d. The organization's client grievance process.
- CP11 Personal Property Inventory shall be taken upon admission to a residential environment. Items of value shall be securely stored by the program at the request of the client. The inventory list will include the stored items, date received and returned, and signatures of staff and client.
- CP12 The program shall provide a specialized plan for treatment by assessment and then addressing the specialized needs of each client of the program.

**CASE MANAGEMENT (CM)** - The program shall assure that the following services are provided to the clients:

- CM1 Arranging and facilitating for the provision of all services as documented in the treatment plan.
- CM2 Holding regular, and as needed, meetings with the client to monitor and reevaluate the individualized comprehensive plan.
- CM3 Holding regular, and as needed, meetings with the program staff and others involved in the delivery of services to the client to monitor and evaluate progress.
- CM4 Maintaining records of other documentation of all services delivered to the client.
- CM5 Developing an aftercare plan with the client prior to discharge.



## **SCREENING AND INITIAL ASSESSMENT (SA)**

SA1 A pre-admission screening shall be used to determine a client's eligibility and appropriateness. It is to include:

- a. Substance Use History;
- b. Current detoxification level determination;
- c. Past psychiatric treatment;
- d. Past chemical dependency treatment;
- e. Significant medical history;
- f. Current health status;
- g. Current medications;
- h. Known food allergies;
- i. Known drug allergies; and
- j. Current emotional state and behavioral functioning.

SA2 Documentation of client information and history is to include:

- a. Confirmation of identity;
- b. Name, address (street and number, town, county, state, zip), phone, current housing arrangements, guardianship (if applicable), photograph of client, social security number;
- c. Client's date of birth, sex, race or and ethnicity;
- d. Name of referral source. Document if treatment was mandated by the referral source;
- d. If treatment was mandated, the complete address and telephone number of the referral source. Documented conditions of referral and/or information needs of the referral source;
- f. Types of problems experienced by the client that are in need of resolution;
- g. Substance abuse history to include most recent use patterns (amount per type, route of administration) ages of first use per substance and age of regular and/or addictive patterns. Document any injection use;
- h. Document the client's family history to include current marital status, effect of substance use on current and past relationships, history of family members' use, any family members "in recovery", names and ages of dependents and who has custody of dependents while the client is in treatment;
- i. Client's highest grade completed, major (if applicable), effect of substance use on the client's educational process. The client's reading and writing levels must be evaluated when appropriate;
- j. Current/most recent vocations, any trained skills, effects of substance use on employment, adequacy of current employment;
- k. Legal history, which includes the dates and type of charges, arrests, convictions and sentences;
- l. Medical and health history to include chronic medical problems,

- significant medical/physical events, problems that could influence treatment, medical conditions that could prompt a crisis, special diet needs, current medications (does client have sufficient supply during treatment), purpose of current medications, history of alcohol or other drug related conditions (i.e. blackouts, DT's, etc.), "at-risk" behaviors (multiple sex partners, unprotected sex), pregnancy status, allergies. (allergies and/or other serious conditions are "flagged" on the outside of the record);
- m. Medication records for both prescriptions and over the counter medications. Drug type, dosage strength, how many, time/date of dispersion, which dispensed/witnessed dosing;
  - n. Psychological/psychiatric treatment history to include dates of any treatment, type of problem(s), who provided treatment, outcome of treatment, any current psychotropic medications;
  - o. Other relevant information to include military service (branch of service, dates of service, discharge status, highest rank, classifications, and any combat experience), copies of court or parole orders, and other information that will aid in assessing the client;
  - p. A completed Addiction Severity Index (ASI). When applicable, results of other tests or standardized assessment tools;
  - q. Re-admissions and transfers to another environment are clearly delineated;
  - r. Summary of client problems and corresponding needs, as based on client information;
  - s. Summary of the client's strengths and weaknesses, as based on the client information; and,
  - t. Based upon the assessment each client will be assigned a Diagnostic and Statistical Manual for Mental Disorders (DSM), substance abuse disorder diagnosis and code.
  - u. Only staff authorized to approve comprehensive treatment plans as specified in this manual will assign the diagnosis code.
  - v. Counseling personnel registered as Counselors in Training with the Arkansas Substance Abuse Certification Board may assign the diagnosis provided the diagnosis is approved, in writing, by personnel authorized to sign comprehensive treatment plans. The diagnosis and code will meet the current substance abuse disorder criteria as per Diagnostic and Statistical Manual of Mental Disorders.

SA3 An assessment to determine severity and environment placement to include a completed Addiction Severity Index (ASI) for adults or an equivalent assessment tool for adolescents is to be completed within 72 hours of admission. When applicable, results of other tests or standardized assessments, including the ASAM patient placement criteria or other nationally recognized placement tool must also to be included.

**INITIAL TREATMENT PLAN** - The initial treatment plan is to be developed and implemented within twenty-four (24) hours, based on assessments that determined all immediate problems and needs such as; medical condition, nutrition, clothing, personal hygiene, legal issues and emergency contacts and the actions taken to meet those needs.

**COMPREHENSIVE (MASTER) TREATMENT PLAN (CTP)**

CTP1 The comprehensive treatment plan is to be developed and implemented no later than seven (7) days from admission to residential services and partial day treatment and no later than twenty-one (21) days from admission to outpatient services and is to include:

- a. A clear and objective statement of the client's needs to be addressed;
- b. Clearly stated goals and objectives that the client is capable of understanding;
- c. The means of achieving each goal is documented;
- d. The method and frequency of treatment per goal or objective are documented;
- e. The projected date of completion, per goal, is documented;
- f. The staff person responsible for carrying out the treatment plan is specified; and
- g. The CTP is signed and dated by both the counselor and client

CTP2 All comprehensive treatment plans are reviewed and approved by one of the following, as licensed or certified in the State of Arkansas:

- a. Advanced Certified Alcohol and Drug Counselor,
- b. Certified Alcohol and Drug Counselor,
- c. Certified Clinical Supervisor
- d. Licensed Marriage and Family Therapist,
- e. Licensed Clinical Social Worker;
- f. Licensed Master Social Worker;
- g. Licensed Physician;
- h. Licensed Psychologist;
- i. Licensed Professional Counselor;
- j. Licensed Psychological Examiner;
- k. Licensed Alcoholism and Drug Abuse Counselor;
- l. Licensed Associate Alcoholism and Drug Abuse Counselor;
- m. Certified Criminal Justice Professional (applies to ADC and DCC only);
- n. Certified Co-Occurring Disorder Professional – Diplomat; and
- o. Certified Co-Occurring Disorder Professional – Bachelor

CTP3 The client's progress in meeting treatment plan goals is reviewed no later than every seven (7) days in the residential environment (unless clinically contra-indicated) and every ninety (90) days in an outpatient environment. The

review must be approved by an individual specified in "CTP2" above; (Not

Applicable to Criminal Justice System).

CTP4     The client's progress in meeting treatment plan goals will be assessed at the time of discharge.

## **PROGRESS NOTES (PN)**

- PN1 Progress notes shall contain: the date and time the session ended; the purpose of the session; topics discussed; client behavior and response to the treatment provided during the session; significant events; and the name, signature and title of the staff person conducting the session.
- PN2 Group and individual treatment sessions progress shall be documented per session.
- PN3 Outpatient treatment is documented per session.
- PN4 Partial day treatment notes contain information required by but may be compressed into a single note that addresses treatment provided on a per day basis.
- PN5 Residential treatment shall be documented at least daily.
- PN6 The client's progress in meeting treatment plan goals will be assessed at the time of discharge.
- PN7 Significant client events that fall within the provisions of the "Incident Reporting Policy" shall be documented as soon as possible after the event. The administration of first aid to a client shall be documented as soon as possible. Any client behavior that could lead to a disciplinary action shall be documented as soon as possible. Any other event, that could effect the client's treatment, shall be documented as soon as possible.
- PN8 When a client refuses to divulge information and/or follow the recommended course of treatment, this refusal is noted in the case client record.
- PN9 When a client transfers from one program to another, the transferring program shall send copies of the transferring client's records to the licensed receiving program prior to admission.

## **AFTERCARE PLAN (AP)**

- AP1      The aftercare plan will be written one-week prior to target date of completion. The aftercare plan, implemented at discharge, shall minimally contain: a summary of client needs not treated; established goal(s) that address the untreated needs; and the means by which the goals will be met;
- a.    The staff person responsible for the aftercare plan is documented;
  - b.    There is evidence of the client's participation in, and understanding of the treatment and aftercare planning process (client's signature);
  - c.    Upon request by the client, the program shall provide a copy of the plans to the client.
- AP2      Discharge Summary shall include but not be limited to the date, time, conditions of discharge, environmental change, client's perception of treatment offered, referrals made, date and signature, and credentials of staff.
- AP3      The program shall have written policy and procedure denoting protocol for discharging clients abruptly to ensure the safety and welfare of clients during discharge. Documentation for such discharges shall include:
- a.    Reason for discharge;
  - b.    Staff present at time of discharge;
  - c.    All actions taken by program to remedy the situation to avoid discharge;
  - d.    Notification of persons listed on emergency contact list;
  - e.    Signed statement that personal property and medications has been returned to client upon discharge;
  - f.    The transportation arrangement assistance offered, available and the method ultimately taken.
- AP4      In the case where a client is discharged against medical advice, for non-compliance or in absentia the program shall document that the Aftercare Plan has not been developed for these specific reasons.

## **CLIENT CONFIDENTIALITY (CC)**

- CC1      There are written policies and procedures for the protection of client's privacy with regard to program visitors which require:
- a.    The clients are informed in advance of scheduled visitations; and
  - b.    Visitations are conducted when they will minimally interrupt the client's usual activities and therapeutic programs.
- CC2      A client's authorization shall be obtained before releasing information. A proper consent form must be in writing and contain the following items:
- a.    The name or general designation of the program(s) making the disclosure;
  - b.    The name of the individual or organization that will receive the disclosure;
  - c.    The name of the client who is the subject of the disclosure;
  - d.    The purpose or need for the disclosure;
  - e.    A description of how much and what kind of information will be disclosed;
  - e.    The clients right to revoke the consent in writing, and the exceptions to the right to revoke or, if the exceptions are included in the program's notice, a reference to the notice;
  - g.    The program's ability to condition treatment, payment, enrollment or eligibility of benefits on the client agreeing to sign the consent, by stating either that the program may not condition these services on the client signing the consent, or the consequences for the client refusing to sign the consent;
  - h.    The date event or condition upon which the consent expires if not previously revoked;
  - i.    The signature of the client (and/or other authorized person); and
  - j.    The date on which the consent is signed.
- CC3      The program has written procedures for responding to requests for confidential client information when presented with telephone inquiries; written inquiries; subpoenas; court orders; search warrants; arrest warrants; and for reporting child abuse.
- CC4      Every authorization for release of information becomes part of the client's permanent case record; and, according to HIPAA programs, must provide client with copies of all signed authorizations.
- CC5      In a life-threatening situation or where an individual's condition or situation precludes the possibility of obtaining written consent, the program does allow for the release of pertinent medical information to the medical personnel responsible for the individual's care without a client or applicant's

authorization, and without the authorization of the Chief Executive Officer or his or her designee, if obtaining such authorization would cause an excessive delay in delivering treatment to the individual.

- CC6 In the event information has been released without the individual's authorization, the staff member responsible for the release of information enters into the individual's case record all details pertinent to the transaction, including at least: the date the information was released; persons to whom the information was released; the reason the information was released; the nature and details of the information given.
- CC7 The client or applicant is informed that the confidential information was released as soon as possible after the incident occurs.



## **CLIENT RIGHTS (CR)**

- CR1      There are policies and procedures to inform all clients of their legal and human rights. At the time of admission, each client shall be informed of his or her rights in a language that he/she understands, and shall receive a written copy of these rights, which shall include:
- a.      To be fully informed, as evidenced by a client's written acknowledgment, of the rights, responsibilities, rules and regulations that apply to the client's conduct and the consequences of non-compliance;
  - b.      To the receipt of adequate and humane services, regardless of sources of financial support;
  - c.      To the receipt of services within the least restrictive environment possible;
  - d.      To receive an assessment that is used to develop an individual comprehensive treatment plan;
  - e.      To participate in the planning of his/her treatment plan and to treatment based on same;
  - f.      To a periodic staff review of the client's treatment plan;
  - g.      The right to access or amend their individual client record in accordance with the HIPAA laws.
  - h.      To an adequate number of competent, qualified and experienced professional clinical staff to implement and supervise the treatment plan;
  - i.      To be informed of treatment alternatives or alternative modalities;
  - j.      To be encouraged and assisted throughout treatment to understand and exercise his/her rights as a client and a citizen, including:
    - (1)      The right to report any cases of suspected abuse, neglect, exploitation of clients being served in the program, in accordance with applicable State law and abuse reporting procedures;
    - (2)      The right to a grievance and appeal process;
    - (3)      The right to recommend changes in policies and services;
  - k.      To be informed regarding the financial aspects of treatment, including the consequences of nonpayment of required fees;
  - l.      To be informed of the extent to and limits of confidentiality, including the use of identifying information for central registry and/or program evaluation purposes;
  - m.      To receive a copy of consent for a release of confidential information after the form is signed by the client.
  - n.      To give informed consent prior to being involved in research projects.
  - o.      To not be used for the solicitation of funds or other contributions by the program.
  - p.      To communicate with family and significant others outside the program including:
    - (1)      To conduct private telephone conversations with family and

- significant others, unless otherwise justified in the client's case record and explained to the client; and,
- (2) To send and receive mail in uncensored condition. Mail may be inspected in the presence of a staff member.
- q. To be informed if visitors are expected at the program;
  - r. Appeal treatment decisions made by staff in accordance with the programs grievance policy.

**PHYSICAL ENVIRONMENT (PE)** - The program will apply these standards to all sites operated by the program regardless of ownership. The primary concern of the program should always be the safety and well being of the clients and staff.

- PE1 Programs are to ensure compliance with all local, state and federal laws and regulations regarding the condition and maintenance of its facility.
- PE2 Provide evidence of current valid certifications, which are maintained on site of all applicable buildings, fire and safety, health, and all other applicable inspections. All items of concern noted in these inspections shall immediately be addressed/corrected.
- PE3 Private residences shall not be used to provide treatment unless:
  - a. There is a separate entrance to areas in which services are rendered; and
  - b. Services are provided in an area used exclusively for treatment.
- PE4 Provides adequate physical facilities for the storage, processing and handling of client records by means of suitable locked, secured rooms or file cabinets;
- PE5 Maintain a suitably stocked first aid kit(s), with contents as defined in the program's policies and procedures at all sites.
- PE6 Maintain fire extinguisher(s) that are accessible, in working order and have attached documentation of annual inspection;
- PE7 Evacuation routes are prominently posted throughout all facilities;
- PE8 All exits must be clearly marked.
- PE9 The programs telephone number(s) and actual hours of operation will be posted at all public entrances.
- PE10 Conspicuous warning signs must be posted at all public entrances informing staff, volunteers, clients and visitors as to the following requirements:
  - a. No alcohol or illicit drugs are allowed in the facilities;
  - b. No firearms, or other dangerous weapons, are allowed in the facilities with the exception of law enforcement while in the performance of their duties; and
  - c. The use of tobacco is not allowed in the facilities.
- PE11 A copy of compliance with law Title VI/Title VII of the 1964 Civil Rights Law shall be prominently displayed for the viewing public.
- PE12 Programs must provide a safe and sanitary environment.

- PE13 Residential facilities shall:
- a. Provide separate bedroom areas for males and females; adults and adolescents; (13 through 17 years of age)
  - b. Provide separate bathroom facilities for males and females; adults and adolescents; (13 through 17 years of age)
  - c. Provide adequate barriers to divide the population; as determined by the OADAP
  - d. Window coverings to allow for privacy;
  - e. Sufficient lighting so as to avoid injury;
  - f. Provide sufficient clean linens with covered storage; and
  - g. Sleeping areas shall have at least:
    - (1) Fifty (50) usable square feet per person in single occupancy rooms;
    - (2) Forty-eight (48) usable square feet per person in multiple occupancy rooms;
    - (3) Individual storage for clothes and personal items; and,
    - (4) Bedrooms used for detoxification must have single beds (no bunk beds allowed).
- PE14 Adult clients shall remain separated from adolescent population during all times with the exception of mixed therapy sessions.
- PE15 Programs will maintain this separation by any means necessary including a structural separation, continuous monitoring or any combination of efforts required to assure compliance with this standard.
- PE16 Plumbing must be:
- a. In working condition and to avoid any health threat; and
  - b. All toilets, sinks and showers shall be clean and in working order.
- PE17 There shall be at least one toilet, one sink, and one shower or tub per every eight (8) residential clients.
- PE17 Laundry facilities shall be available in the facility or on a contractual basis. When provided at the facility laundry rooms shall be kept separate from bedrooms, living areas, dining areas and kitchen.
- PE19 Storage will be least twelve (12) inches above the floor.
- PE20 A secure locked storage is available for client valuables when requested.
- PE21 Separate storage areas are provided and designated for:

- a. Food, kitchen, and eating utensils;
- b. Clean linens;
- c. Soiled linens and soiled cleaning equipment; and
- d. Cleaning supplies and equipment.

PE22 When handling soiled linen or other potentially infectious material Universal Precautions are to be followed.

PE23 Hazardous and regulated waste is disposed of in accordance with federal requirements.

PE24 Poisons, toxic materials and other potentially dangerous items shall be stored in a secured location.

**MEDICATION (MD)** - If the program maintains, administers, or dispenses medications, the medication distribution services shall be in conformance with all appropriate state and federal pharmacy laws and shall adopt written policies and procedures for the following:

- MD1 The documentation of handling; administration; observation and self administration; witnessed disposal process; medication errors, adverse reactions and use of medication. Chain of custody will be maintained at all times.
- MD2 Medication Errors and Adverse reactions are to be reported to OADAP following the Incident Reporting Policy. OADAP will receive follow-up reports throughout the programs process of investigation and bringing the incident to a close.
- MD3 A list of prescription medications and over the counter (OTC) medications to be kept in stock on units that dispense medication shall be developed.
- MD4 Both lists will be developed in conjunction with the program's physician who shall sign and date denoting his approval. Any future additions/deletions must follow the same procedure.
- MD5 The medication list shall be reviewed at least annually.
- MD6 Programs who do not employ or contract with a Medical Doctor shall not maintain stocked prescription medications.
- MD7 The program shall use an effective inventory system to track and account for all prescription medications.
- MD8 A system is in place to monitor and to dispose of all outdated medication in compliance according to the program's disposal policy.
- MD9 Medication orders may be given by telephone to licensed or registered nurse. The orders must then be signed by the authorizing physician ordering the medication within 72 hours.
- MD10 Medications shall be stored at appropriate temperatures based on the manufacturer's product inserts.
- MD11 Medications requiring refrigeration shall be stored in a locked compartment separate from food.
- MD12 External use medications in liquid, tablet, capsule or powder form shall be stored separately from medications for internal use.
- MD13 Urine or blood samples shall not be stored with food or medicines.
- MD14 The program shall keep all prescriptions and non-prescription medications,

syringes and needles in locked storage.

- MD15 Medications, syringes and needles shall be accessible only to staff who are authorized to provide medication
- MD16 Used needles and syringes shall be placed in secure, rigid, puncture proof containers and disposed of according to OSHA's Hazardous Waste Standards.

## **FOOD AND NUTRITION (FN)**

- FN1 If the program prepares meals on site, the program shall have a current food establishment health inspection as required by the Arkansas Department of Health.
- FN2 When meals are provided by a food service, a written contract shall be maintained and shall require the food service to have a current food establishment health inspection as required by the Arkansas Department of Health.
- FN3 A licensed dietitian or certified dietary manager shall approve menus and written guidelines for substitutions in advance.
- Approve a meal planning manual with sample menus and guidelines for substitutions;
  - Approve age appropriate menus and healthy food choices for children residing in SWS facilities;
  - Approve menus prepared by new staff before they plan meals independently;
  - Review a sample of menus served at least annually; and
  - Provide kitchen staff training as needed.
- FN4 The program shall provide modified diets to residents who medically require them as determined by a licensed dietitian or certified dietary manager. Special diets shall be prepared in consultation with a licensed dietitian or certified dietary manager.
- FN5 The program shall provide at least three meals daily, with no more than fourteen (14) hours between any two meals.
- FN6 Clients in a Partial Day Treatment setting shall be offered a minimum of one meal per day provided by the program.
- FN7 Outpatient programs shall allow a meal break after five consecutive hours of scheduled activities.
- FN8 All food shall be stored, prepared, and served in a safe, healthy manner;
- FN9 Non-perishable items shall not be used that contain a sell by date that has expired by more than two years.
- FN10 Perishable items shall not be used once they exceed their sell by date.
- FN11 Documentation of a Negative TB test (with one year) will be required for all



persons working in the kitchen or meal preparation environment.

- FN12 All persons working in the kitchen or meal preparation environment shall wear hairnets and gloves.
- FN13 If menu planning and independent meal preparation are part of the client's treatment program, a licensed dietician or certified dietary manager shall provide training or approve a training program for staff who instruct and supervise clients in meal preparation
- FN14 The program shall define duties in writing and have written instructions posted or easily accessible to clients.
- FN15 Clients in detoxification treatment shall not prepare meals.

**DETOXIFICATION SERVICES (DS)** - Programs funded by OADAP to provide Detoxifications Services shall in addition to the General Standards meet the requirements of the standards listed in Detoxification Services.

- DS1 The Regional Alcohol and Drug Detoxification Program will not admit any client under 18 years of age.
- DS2 While a client is in observation detoxification (with or without medical supervision), Medical Doctor(s), registered or licensed practical nurse or Regional Detoxification Specialists (RDS), must be present and specifically assigned to monitor the client on a twenty-four (24) hour basis.
- DS3 Clients in detoxification services will receive three (3) meals per day, with no more than fourteen (14) hours between any two (2) meals. Their meals will be served separately from other residential clients. If eating in a common area, they will receive their meal prior to or after other clients have vacated the area.
- DS4 Only an RDS, Medical Doctor, registered or licensed nurse are authorized to document progress notes, vital signs, fluid/food intake, withdrawal risk assessments and stabilization plans. All documentation is to include the authorized persons' signature and credentials.
- DS5 An RDS must hold current certifications in the following;
- a. Cardiopulmonary Resuscitation (CPR);
  - b. First Aid;
  - c. Nonviolent Physical Crisis Intervention (NPCI); and
  - d. Regional Alcohol and Drug Detoxification (RADD Training)
- DS6 All staff assigned to monitor detoxification clients shall know the signs and symptoms of withdrawal, the implication of those signs and symptoms; and emergency procedures, as defined in facility policy and procedure manual.
- DS7 Clients in detoxification services will have their vital signs taken upon admission and documented; and at least every two (2) hours thereafter, until within normal limits for eight (8) consecutive hours.
- Exception: Once vital signs are within normal limits for eight (8) consecutive hours, they will be taken no less than every six hours. At this time, blood pressure, temperature and pulse may be omitted one (1) time per twenty-four (24) hour period; observation will continue as evidenced by documentation of reason for vital sign omission, client behavior observed and respiration count. (e.g. Vital signs completed at 10:00 p.m., description of behavior client exhibiting at midnight and resume vital signs at 2:00 a.m.);
- DS8 Observation detoxification, with or without medical supervision, will include:

- a. Gender separate sleeping areas with:
  - (1) One-level bed (no bunk beds);
  - (2) Individual storage for clothing and personal items;
  - (3) Window coverings to allow for privacy; and
  - (4) Sufficient clean linen
- b. Gender separate bathroom/shower areas with:
  - (1) Sufficient lighting so as to avoid injury;
  - (2) Plumbing in working condition so as to avoid any threat to health; and
  - (3) Sufficient clean linen supply

- DS9 A complete set of vital signs will include blood pressure reading (systolic and diastolic), temperature, pulse and respirations.
- DS10 Once vital signs are within normal limits for eight (8) hours, they will be taken no less than every six (6) hours. There will be documentation in the client's case record verifying each vital sign taken during the client's stay in detoxification.
- DS11 Oral fluids and food shall be easily accessible to clients.
- DS12 There will be documentation of meals offered, consumed and/or refused; and the amount consumed or refused, every two (2) hours.
- DS13 There will be documentation of consumption of oral fluids indicating amount offered, consumed, or refused, every (2) hours.
- DS14 There will be documentation of reason for not offering nutrition. (e.g. client absent during meal time to see personal physician).
- DS15 Medication that is prescribed to an individual for withdrawal must be documented in the withdrawal risk assessment, stabilization plan and progress notes.
- DS16 A file will be maintained for each client, per admission; it will contain:
- a. Proof of client identity;
  - b. A signed Voluntary Admission Agreement; or,
  - c. Involuntary Admission Agreement, as appropriate;
  - d. Consent to Treat Agreement signed prior to admission;

- (1) Must obtain signed, dated and timed consent, even if client is impaired by substance; and,
  - (2) Must obtain another signed, dated and timed consent once said substance no longer impairs client.
- e. The withdrawal risk assessment will be initiated on admission, completed and filed in the client record within four (4) hours of admission. If an emergency of the client's physical condition prevents documentation within four (4) hours, staff will explain the circumstances in the client record and obtain the information as soon as possible;
- f. Qualified staff member(s) (physicians, registered and/or licensed practical nurses or Regional Detoxification Specialists) will perform withdrawal risk assessment; it will include:
- (1) Substance Use History;
  - (2) Current Detoxification Level Determination;
  - (3) Past psychiatric treatment;
  - (4) Past chemical dependency treatment;
  - (5) Significant medical history;
  - (6) Current health status;
  - (7) Current medications;
  - (8) Known food allergies;
  - (9) Known drug allergies;
  - (10) Current living situation;
  - (11) Current employment situation; and,
  - (12) Current emotional state and behavioral functioning.
- g. Completed and signed authorization(s) to release confidential information, as appropriate;
- h. Medication records, as appropriate (In programs utilizing MD's, LPN, LPTN and/or RNs); Clients must provide all previously prescribed prescription medications during admission. All previously prescribed prescription medications must be documented in client file including: type of medication, amount/dosage, route in which medication is administered, how often medication is taken, medical condition for prescription, prescribing physician and count of medication provided at admission.
- i. Personal Property Inventory, signed by staff or authorized agent, and client;
- j. Confirmation of client receiving and understanding of handbook;
- k. Confirmation of client receiving notice of Federal Confidentiality Regulations; to be signed when client is capable of rational communication;
- l. A staff person, authorized by the program, will identify the client's short-term needs (based on the withdrawal risk assessment and medical history) and develop an appropriate detoxification plan (stabilization plan):
- (1) An RDS, LPN, LPTN, RN or MD will sign the plan;

- (2) The client will sign the detoxification plan, unless medically contraindicated; staff will explain the circumstances in the client record and obtain the signature as soon as possible;
  - (3) The completed and signed detoxification plan will be filed in the client record within eight (8) hours of admission;
  - (4) The program will review and, if necessary, revise the detoxification plan (stabilization plan) every twenty-four (24) hours or more often, should client need(s) change significantly;
  - (5) The program will implement the detoxification plan (stabilization plan) and document the client's response to interventions in the progress notes.
- m. Progress notes in detoxification will be documented every two (2) hours until stable for eight (8) hours (additional notes will be documented as appropriate) and will include:
- (1) The client's physical condition observed by staff (signs);
  - (2) Client statements about the client's condition (symptoms);
  - (3) Client statements about their needs;
  - (4) The client's mood and behavior;
  - (5) Any medications that have been prescribed by the program's Medical Director (for programs utilizing medical staff), and
  - (6) Information about the client's progress or lack of progress in relation to detoxification (stabilization) goals.

**ADOLESCENT TREATMENT (AT)** - Applies to Residential and Out-Patient

- AT1      The program shall limit admissions to adolescents 13 through 17 years of age. The policies and procedures shall specify any exceptions to this requirement, and OADAP must be notified and a waiver obtained prior to admission.
- AT2      The program shall address the special needs (i.e., self-esteem, peer pressure, etc. classes) of adolescents and protect their rights.
- AT3      The program shall provide separate groups and activities for adolescents.
- AT4      The program shall obtain consent for admission and authorization to obtain medical treatment at the time of admission for all clients under 18 years of age, unless adjudicated as an emancipated minor.
- AT5      Residential and day treatment programs shall have policies and procedures that govern access to client education as required by the Arkansas Department of Education.
- AT6      The program shall allow regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communication without clear, written individualized clinical justification documented in the client record.
- AT7      Program staff that plan, supervise, or provide chemical dependency education or counseling to adolescents shall have the following:
- a.      Qualified credentials for counselors; and
  - b.      Direct care employees shall have documentation of continuing education in human adolescent development, family systems, adolescent psychopathology and chemical dependency and addiction in adolescents, and adolescent socialization issues. This may include in-service training.
- AT8      Clients shall be under direct supervision at all times.
- AT9      In public places, clients shall be within eyesight at all times.
- AT10     Staff shall conduct visual checks at least once every hour. Bed checks will be made and documented every four (4) hours.
- AT11     All Incidents will be recorded and reported as appropriate.
- AT12     The treatment plan shall address adolescent specific needs and issues.

- AT13 The program shall involve the adolescent's family or an alternate support system in the treatment process or document why this is not happening.
- AT14 The program shall prohibit adolescent clients from using tobacco products.
- AT15 The program shall prohibit tobacco products within the confines of any program housing adolescents.
- AT16 Staff employed with adolescent programs will have training specific to the clients served, such as: impact of substance abuse on children; identifying domestic violence; abuse; neglect; empowering the client and families to restore family functioning; development and age appropriate behaviors; parenting skills; self-esteem; peer pressure; and bullying.

**SPECIALIZED WOMEN’S SERVICES (SWS)** - Programs authorized by OADAP to provide Specialized Women’s Services shall in addition to the General Standards meet the requirements of the standards listed in Specialized Women’s Services sections. The program shall address the specialized needs of the parent and include services for children. These services may be provided on the premises or through written service agreements with other providers.

SWS1 Treatment shall include intensive primary treatment and clients must participate in at least thirty (30) hours of therapeutic services per week, including substance abuse group counseling, education, parenting, family reunification, and child development services.

SWS2 Job Skills:

- a. The program shall assure that residents attend G.E.D. classes, receive job-training skills, or be employed.
- b. At a minimum, all clients shall register at the Employment Security Division (ESD)
- c. At a minimum, all women shall register at the Arkansas Department of Workforce Services. If employed the client shall receive a minimum of 15 hours per week of therapeutic services as determined by the client’s treatment plan.

SWS3 Parenting Skills:

- a. The program will assure all adult residents receive training in early child development and other parenting skills.
- b. These services may be provided on the premises or the clients may be transported to other locations.

SWS4 Children in the facility shall receive age appropriate therapy as needed.

SWS5 All clients with children will attend and participate in parent/child interactive education either individual or group (1 hour minimum) per week.

SWS6 The program shall assess and document parent-child interaction weekly and any identified needs shall be addressed in treatment.

SWS7 Residential programs shall not accept dependents over the age of six (6), unless the program has prior written approval from OADAP.

SWS8 The program shall inform and educate pregnant clients of the Child Abuse Prevention and Treatment Act in accordance with state and federal laws.

SWS9 Programs will provide training specific to the clients served, such as: substance abuse impact on children; identifying domestic violence; abuse; neglect; empowering the client and families to restore family functioning; child development and age appropriate behaviors; parenting skills; self-esteem; peer pressure; and bullying.



- SWS10 The program shall inform and educate pregnant clients of the dangers and effects that alcohol and illicit drug use has on the fetus.
- SWS11 Other education to be provided will include, but not be limited to, the topics of HIV/AIDS, STDs, TB, family planning, nutrition, sexual abuse and spousal abuse.
- SWS12 Family Education and Support:
- a. The program shall establish a family-counseling program for each client.
  - b. Family members shall receive basic drug abuse prevention information, and support skills, especially in relapse prevention, family dynamics and communication.
- SWS13 Aftercare: Prior to discharge the program shall be responsible for establishing an aftercare plan and will encourage the client to participate in support activities.
- SWS14 The program will provide access and referral to the fullest possible range of medical care for clients and children to include but not be limited to: Pre-natal and post-partum health care; emergency health care; health screening; dental; well-child health care; screening in speech/language; hearing and vision; and verification of immunization records.
- SWS15 Childcare: The program shall ensure parents or qualified childcare providers directly supervise the children at all times. The program is always responsible for providing oversight and guidance to ensure children receive appropriate care, when they are supervised by clients.
- SWS16 Child Care for residents with small children/day care will be provided either on the program's premises (by an authorized child care provider), or through a licensed day care center.
- SWS17 Childcare shall be arranged for services delivered in the evenings, such as, an AA meeting, or for an emergency. (Clients cannot provide this service).
- SWS18 The program shall have a current schedule showing who is responsible for the children at all times;
- SWS 19 Physical discipline by program staff is strictly prohibited.
- SWS20 The program shall provide a variety of age-appropriate equipment, toys, and learning materials;
- SWS21 Transportation shall be provided for any other services necessary to meet treatment goals.

- SWS22 Program shall have policies and procedures that state staff shall not allow anyone except the legal guardian or a person authorized by the legal guardian to take a child away from the facility. If an individual shows documentation of legal custody, staff shall record the person's identification before releasing the child.
- SWS23 The program will provide room, board and laundry services.
- SWS24 Pregnant women; women with children and, children will be fed apart from other clients. If being fed in a common area they will receive their meals prior to or after other clients have vacated the area.
- SWS25 The program may assess any amount for rent not to exceed the actual cost per day.
- SWS26 The program staff are mandatory reporters, and program shall have a procedure to use if a parent abuses or neglects a child, including reporting, intervention and documentation.
- SWS27 The program must provide a safe and sanitary environment appropriate for children, to include at a minimum:
- a. Heating equipment shall be cool to touch safely;
  - b. Heavy furniture and equipment shall be securely installed to prevent tipping or collapsing;
  - c. Electrical outlets accessible to children shall have child-proof covers or safety devices;
  - d. There shall be no cords or strings hanging within reach of a child's.
  - e. Cupboards, cabinets, closets and refrigerators shall be secured to prevent trapping a child inside.
  - f. Air conditioners, fans, and heating units shall be mounted out of children's reach or have safety guards;
  - g. Grounds shall be kept free of standing water and sharp objects;
  - h. Tap water shall be no hotter than 110° Fahrenheit;
  - i. Items potentially dangerous for children (i.e. poison's bleach, etc.) shall be stored in a secure, locked environment.
  - j. Areas that are more than two feet above ground level (such as stairs, porches, and platforms) shall have railings low enough for children to reach;
  - k. Outdoor play areas shall be enclosed by a fence at least four feet high and shall not be viewable by the general public or anyone not associated with the SWS program;
  - l. Tanks, ditches, sewer pipes, dangerous machinery, and other hazards on the grounds shall be fenced;
  - n. Outdoor play equipment shall be in a safe location and securely anchored (unless portable by design);
  - o. Buildings, furniture, and equipment shall not have openings or angles that could trap or injure a child or any part of the child's body; and
  - p. Swing seats shall be durable, lightweight, and relatively pliable.

SWS28 Neither staff nor clients will use tobacco products within twenty-five feet of any program housing children.

**CRIMINAL JUSTICE SYSTEM (CJS)** - Programs requesting licensure to provide alcohol and drug treatment within the Criminal Justice System that may include Therapeutic Community (TC) or Drug Court shall in addition to the General Standards meet the requirements of the appropriate standards as it relates to their program found in the Criminal Justice System section.

- CJS1 Any person providing direct treatment services must receive at least four (4) hours of individual supervision or six (6) hours of group supervision monthly. Such supervision must be documented. Persons authorized to approve treatment plans, as specified in this manual, must perform this supervision.
- CJS2 Provides sufficient privacy to maintain confidentiality of the communication between counselor and client.
- CJS3 If the program uses space provided by another organization, there is a written agreement specifying the terms of such usage.
- CJS4 The program has at least one staff person present at all times who maintains a valid certification in First Aid, CPR and NCI.
- CJS5 The program shall not operate a new treatment site or make major programmatic changes at a present site without OADAP approval.
- CJS6 Residential Treatment provides for a minimum of twenty (20) hours weekly (Sunday through Saturday) of structured treatment. (See Definition Section for an explanation of “structured treatment”).
- CJS7 A counselor’s caseload shall not exceed the 25 to one (1) client/counselor ratio.
- CJS8 The initial treatment plan is completed within seven (7) days of admission.
- CJS9 The comprehensive treatment plan is developed and implemented no later than twenty-one (21) days from admission to residential services, thirty days (30) to outpatient services (including drug courts), and within forty-five (45) days from admission to therapeutic community (TC) programs.
- CJS10 Residential treatment shall be documented at least weekly and shall minimally document: treatment provided during the week; the time frame that the note covers; the client's response to the treatment provided; significant client events that occurred; and the name, signature and title of the staff person who wrote the note. TC programs will meet this requirement using a monthly (every 30 days), treatment plan review.

Additionally, TC units will adhere to the following standards:

- CJS11 Develop and implement a written mission and philosophy that addresses the beliefs, attitudes and purpose of the Therapeutic Community (TC).
- CJS12 The TC program operates within a distinct space separate from the main prison population.
- CJS13 The TC shall provide a handbook or manual providing an explicit and comprehensive outline of the program, its mission, and its philosophy.
- CJS14 The handbook will be given to each participant upon entering the program and each staff member upon onset of employment.
- CJS15 The handbook shall provide a comprehensive section on the TC perspective on the substance abuse disorder.
- CJS16 The program will ensure that confrontation and consequence tools used by the TC shall not infringe upon the clients rights as defined and posted.
- CJS17 The staff member facilitating the confrontation group shall closely monitor and provide appropriate supervision

**OPIOID TREATMENT (OP)** - Programs seeking licensure as an Opioid Treatment program shall in addition to the General Standards meet the requirements of the standards listed in the Opioid Treatment section.

The Department of Human Services (DHS), Division of Behavioral Health Services (DBHS), Office of Alcohol and Drug Abuse Prevention (OADAP) have developed these standards specifically for the administration of Opioid Treatment Programs (OTPs) in Arkansas.

The goal of opioid treatment is total rehabilitation of the client. While eventual withdrawal from the use of drugs, including methadone/buprenorphine, may be an appropriate treatment goal, some clients may remain on opioid maintenance for relatively long periods of time. Periodic consideration of withdrawing from methadone/buprenorphine maintenance is appropriate only if it is in the individual client's interest. Such considerations are between the client and the treatment program.

The program shall be progressive in nature, addressing the client's individual need with methadone/buprenorphine as only one component of comprehensive treatment services.

The Program shall make records available to OADAP upon request. In addition, access by the CSAT and the Drug Enforcement Administration (DEA) is also allowed for determination of compliance with CSAT and DEA regulations.

#### **APPLICANT SCREENING**

OP1 Applicant screening shall be extensive and thorough and shall form the basis for effective, long-term treatment planning. It shall include a staff assessment as to appropriateness of treatment that admission is voluntary, and the client understands the risks, benefits, and options.

OP2 Prescription methadone is a highly addictive substance and entry into a Program is a critical decision for both the client and the Program. Before admitting an applicant to methadone treatment, the Program shall satisfy itself that the applicant fully understands the reasons for and ramifications of administrative detoxification and that the applicant voluntarily enters the Program with that knowledge.

#### **ADMISSION CRITERIA**

OP3 The Program shall verify the applicant's name, address, date of birth and other critical identifying data.

OP4 The Program shall document a one (1) year history of addiction and current physiological dependence. A one (1) year history of addiction means a period of continuous or episodic addiction for the one (1) year period immediately prior to application for admission to the Program. Documentation may consist of the applicant's past treatment history, with presence of clinical signs of addiction, such as, old and fresh needle marks, constricted or dilated pupils, or an eroded or perforated nasal septum.

- OP5 For applicants who are under the age of eighteen (18) the Program shall document two (2) unsuccessful attempts at drug-free treatment, prior to being considered for admission to a Program. Note: No person under the age of eighteen (18) years of age shall be admitted to maintenance treatment unless a parent, legal guardian, or responsible adult designated by the relevant state authority consents in writing to such treatment.
- OP6 The Program shall give admission priority to pregnant women.
- OP7 The Medical Director may refuse treatment with a narcotic drug to a particular client if, in the reasonable clinical judgment of the Medical Director, the client would not benefit from such treatment. Prior to such a decision, appropriate staff may be consulted, as determined by the Medical Director.
- OP8 Upon admission the Program shall:
- a. Obtain the applicant's signature on a voluntary agreement admitting the applicant to the Program.
  - b. Verify the applicant's identification, including name, address, date of birth and other critical identifying data from a social security card, birth certificate, driver's license, etc. Copies of this identifying information shall include social security card and official photo identification and will become a part of the client's record.
  - c. Obtain a complete medical history from each client being admitted to treatment. The medical and laboratory examination of each client shall include:
    - (1) Investigation of the possibility of infectious disease and possible concurrent surgery problems;
    - (2) The complete blood count and differential;
    - (3) Serological tests for syphilis;
    - (4) Routine and microscopic urinalysis toxicology screening for drugs;
    - (5) Multiphase chemistry profile;
    - (6) Intradermal Tuberculin Purified Protein Derivative (PPD) administered and interpreted.
    - (7) A chest x-ray, Pap smear, biological test for pregnancy or screening for sickle cell disease if the examining medical personnel request these tests.
- OP9 The Program shall not require a medical examination for a client transferring to a new Program who received a medical and laboratory examination within three (3) months prior to admission to the new Program. The Program physician may request a medical and laboratory examination for a transferring client. However, the new Program physician shall have, as part of the transfer summary, a medical summary and statement from the client's previous Program that indicates a significant medical problem. The transferred record shall include copies of the previous examination prior to admission.
- OP10 Conduct and complete a counseling intake interview and develop a narrative

psychosocial history within twenty-one (21) days of the client's admission date. This psychosocial narrative shall form the basis for preparing future treatment plans.

- OP11 Develop a written statement, signed by the Medical Director, that the applicant is competent to sign the voluntary agreement admitting them to the Program.
- OP12 Verify that the client is not currently enrolled in another opioid treatment program.

### READMISSION CRITERIA

- OP13 Readmission to a program depends on whether a client who is seeking readmission previously withdrew from methadone on a voluntary basis or as a result of an administrative decision due to the client's violation of Program policies.
- OP14 A client, treated and later voluntarily detoxified from methadone maintenance treatment, may be readmitted to the Program without evidence to support findings of current physiological dependence, up to two (2) years after discharge, if the Program attended is able to document prior opioid maintenance treatment of six (6) months or more, and the admitting physician, in his or her reasonable clinical judgment, finds readmission to opioid maintenance treatment medically justified.
- OP15 Clients seeking readmission to a Program after an administrative detoxification shall at a minimum wait thirty (30) days prior to applying for readmission. If a Program administratively detoxifies a client twice in a year then the client shall wait twelve (12) months to reapply for readmission.

### EXCEPTIONS TO MINIMUM ADMISSION REQUIREMENTS

- OP16 An applicant who has been residing in a correctional institution for one (1) month or longer may enroll in a Program within fourteen (14) days before release or discharge or within six (6) months after release from such an institution without evidence of current physiological dependence on narcotics provided that prior to his or her institutionalization the client would have met the one (1) year admission criteria.
- OP17 A program shall place a pregnant applicant on a maintenance regimen if the applicant has had a documented narcotic dependency in the past and may be in direct jeopardy of returning to narcotic dependency, with its attendant dangers during pregnancy. The applicant need not show evidence of current physiological dependence on narcotic drugs if a program physician certifies the pregnancy and, in his or her reasonable clinical judgment, justifies medical treatment.

### SERVICES TO WOMEN



- OP18 The Program shall test women of childbearing age for pregnancy at the time of admission unless medical personnel determine that the test is unnecessary.
- OP19 In addition to federal laws and regulations regarding pregnant clients, the Program shall implement written policies and procedures to ensure the accessibility of services to pregnant women. The Program shall:
- a. Give priority to pregnant women in its admission policy and;
  - b. Arrange for medical care during pregnancy by appropriate referral, and verify that the client receives medical care as planned;
- OP20 The Program shall inform pregnant clients of the Child Abuse Prevention and Treatment Act in accordance with state and federal laws.
- OP21 The program will have specific policies and procedures developed to educate pregnant clients of the dangers and effects that alcohol and illicit drug use has on the fetus.
- OP22 Conduct a special staffing with the entire treatment team to provide intensive case management for pregnant clients who are non-compliant with phase requirements. The Medical Director will develop specific protocols to ensure the safety of the fetus.

#### TREATMENT STRUCTURE

- OP23 The Program shall provide the client a full range of treatment and rehabilitative services.
- OP24 The absence of the use of controlled substances, except as medically prescribed; social, emotional, behavioral and vocational status; and other individual client needs shall determine the frequency and extent of the services.
- OP25 The assessment and treatment team shall consist of a Medical Director, medical staff and counselors who shall assess the client's needs and, with the client's input, develop a treatment plan.
- OP26 As part of developing a treatment plan, the client shall have input in establishing or adjusting dosage levels.
- OP27 The assessment and treatment team shall staff each case at least once each thirty (30) days during the first ninety (90) days of treatment and at least once each ninety (90) days thereafter.

OP28 The Medical Director shall sign off on the initial treatment plan when developed and the comprehensive treatment plan on an annual basis.

OP29 Services to each client shall include individual, group and family counseling at the following minimum levels:

- a. Phase I. Phase I consists of a minimum of a ninety (90) day period in which the client attends the Program for observation daily or at least six (6) days a week. During the first ninety (90) days of treatment, the take-home supply is limited to a single dose each week. Phase I requires at least four (4) hours of counseling per week. The counseling sessions at a minimum shall consist of two (2) hours of group therapy sessions, one (1) hour of individual counseling, and one (1) hour of twelve step/self- help meeting per week. The assessment and treatment team and the client shall determine the client's assignment of group therapy attendance. The issues to be discussed in group therapy sessions shall consist of at least a minimum but not limited to the following:

- (1) Family or Significant Others;
- (2) Living Skills;
- (3) Methadone Maintenance;
- (4) Peer Confrontation;
- (5) Positive Drug Screen;
- (6) Educational Training;
- (7) Vocational Training and/or Employment; and
- (8) Acquired Immunodeficiency Syndrome (AIDS) Education as related to Human Immunodeficiency Virus (HIV).

Prior to a client moving to Phase II, the client shall demonstrate a level of stability as evidenced by the following:

- (1) Absence of recent (past thirty (30) days) abuse of drugs (opioid or non-narcotic), including alcohol;
- (2) Clinic attendance as required in phase I;
- (3) Absence of serious behavioral problems at the clinic;
- (4) Absence of known criminal activity within the last thirty (30) days, e.g., drug dealing;
- (5) Stability of the client's home environment and social relationships;
- (6) Length of time in comprehensive maintenance treatment;
- (7) Assurance that take-home medication can be safely stored within the client's home; and
- (8) Whether the rehabilitative benefit the client derived from decreasing the frequency of attendance outweighs the potential risks of diversion.

In addition, the client shall provide assurance to the Program regarding safe transportation and storage of take-home medication.

- b. Phase II - Level 1. A client, admitted more than ninety (90) days and successfully completing Phase I, shall attend the Program no less than four (4) times weekly. The Program may issue no more than two (2) take-home doses per week. A client must have continuous clean drug screens for the past thirty (30) days, while in Phase I, prior to advancement into Phase II Level 1. A client must spend a minimum of ninety (90) days in Phase II Level I. Prior to a client moving to Phase II Level 2, the client shall demonstrate a level of stability as evidences by the following:
- (1) Absence of recent [past sixty (60) days] abuse of drugs (opioid or non-narcotic), including alcohol;
  - (2) Clinic attendance as required in Phase II, Level 1;
  - (3) Absence of serious behavioral problems at the clinic;
  - (4) Absence of known criminal activity within the last sixty (60) days, e.g., drug dealing;
  - (5) Stability of the client's home environment and social relationships;
  - (6) Length of time in comprehensive maintenance treatment;
  - (7) Assurance that take-home medication can be safely stored within the client's home; and
  - (8) Whether the rehabilitative benefit the client derived from decreasing the frequency of attendance outweighs the potential risks of diversion.
- c. Phase II - Level 2. A client, admitted more than one hundred and eighty (180) days and successfully completing Phase II Level 1, shall attend the program no less than three (3) times per week. The Program may issue no more than three (3) take-home doses per week. A client must spend a minimum of ninety (90) days in Phase II Level 2. Prior to a client moving to Phase II Level 3, the client shall demonstrate a level of stability as evidenced by the following:
- (1) Absence of recent [past ninety (90) days] abuse of drugs (opioid or non-narcotic), including alcohol;
  - (2) Clinic attendance as required in Phase II, Level 2
  - (3) Absence of serious behavioral problems at the clinic;
  - (4) Absence of known criminal activity within the last ninety (90) days, (e.g., drug dealing);
  - (5) Stability of the client's home environment and social relationships;
  - (6) Length of time in comprehensive maintenance treatment;
  - (7) Assurance that take-home medication can be safely stored within the client's home; and
  - (8) Whether the rehabilitative benefit the client derived from decreasing the frequency of attendance outweighs the potential risks of diversion.
- d. Phase II - Level 3. A client admitted more than two hundred and seventy (270) days and successfully completing Phase II Level 2 shall attend the program no less than

one (1) time per week. The Program may issue no more than six (6) take-home doses at a time. A client must spend a minimum of ninety (90) days in Phase II Level 3.

**During Phase II Level 1 a client shall attend at least two (2) hours of counseling (one of which shall be individual) and two (2) self-help group meetings per week. For the remainder of Phase II Levels 2 and 3 the client, primary counselor, medical director and other appropriate members of the treatment team shall determine a client's counseling and self-help activities provided that the minimum level of service delivery shall be one (1) hour of counseling per month and one (1) self-help group meeting per week.**

- e. Phase III. A client admitted more than one (1) year and successfully completing Phase II shall attend the Program no less than one (1) time bi-weekly. (Not to exceed fifteen (15) calendar days). The Program may issue no more than fourteen (14) take home doses in fifteen (15) calendar days at a time. A client must have at least six (6) months of continuous clean screens, while in Phase II, prior to advancement into Phase III.

Phase III, the client, primary counselor, and medical director shall determine a client's counseling and self-help activities provided that the minimum level of service delivery shall be one (1) hour of counseling per month and two (2) self-help group meeting per month. The one (1) hour counseling may be either individual counseling or group therapy, as determined by staff and client.

- f. Phase IV. The Program may provide a twenty-eight (28) day supply of methadone if a client, admitted for two (2) years has successfully completed Phase III. A client must have at least twelve (12) months of continuous clean screens, while in Phase III, prior to advancement into Phase IV.

Phase IV requires at least one (1) hour counseling per month in addition to attendance at one (1) self-help group meetings per month as long as the client maintains a twenty-eight (28) day take-home medication status.

- g. Phase V. During the above four (4) phases a client, in consultation with the assessment and treatment team may elect to enter Phase V.

- (1) This phase implements the methadone detoxification plan. The Program physician determines the take-home dosage schedule for the client. The primary counselor determines the number of counseling sessions provided during this phase based on the clinical judgment of the primary counselor with input from the client. At the onset of Phase V, the client may require an increased level of support services (i.e., increased levels of individual, group counseling, etc.). Prior to successful completion of Phase V the primary counselor and client shall develop a plan that shall integrate the client into a drug-free treatment regimen for

ongoing support. The client's use of controlled substances except as medically prescribed, deterioration of social, emotional, vocational or behavioral status; and or other individual needs shall result in increased frequency and extent of treatment and rehabilitation services.

- (2) The Program shall assess each client for referral, if appropriate, to Employment Security Division, vocational training and or enrollment in school. The Program shall conduct a follow-up at least every thirty (30) days.
- (3) The assessment and treatment team and the client shall negotiate a methadone detoxification plan with potential target dates for implementation in Phase V. Such a plan may be short-term or long-term in nature based on the client's need and may include intermittent periods of methadone/buprenorphine maintenance between detoxification attempts.

### SPECIAL STAFFING

- OP30 The Program shall conduct a special staffing to determine an appropriate response whenever a client has two (2) or more drug screenings in a one (1) year period that are positive for illicit drugs other than methadone/buprenorphine. .
- OP31 The Medical Director shall use test results as a guide to change treatment approaches and not as the sole criteria to force a client out of treatment.
- OP32 When using test results, the Medical Director shall distinguish presumptive laboratory results from definitive laboratory results.
- OP33 Clients in Phase II, Level III having a positive drug screen for illicit drugs and alcohol will be placed in Phase II, Level II to be completed in its entirety prior to moving back to Phase II, Level III.
- OP34 Clients in Phase III or IV having a positive drug screen for illicit drugs and alcohol will be placed in Phase II, Level III to be completed in its entirety prior to moving back to Phase III.
- OP35 Patients who are non-compliant with all requirements of their current phase level (i.e. positive toxicology screens and unexcused dosing and counseling absences) shall result in a decrease in phase level and take-home dose privileges. In addition, program staff must conduct a special staffing with the client present to determine corrective action protocol.

### PROGRAM POLICIES

- OP36 The Program shall implement a written policy that states the Program shall not deny treatment to a person based on his or her actual or perceived sero status, HIV related condition or AIDS.
- OP37 Program staff shall receive yearly training on the subject of HIV and Hepatitis C infection and treatment of HIV and Hepatitis C infected clients.

- OP38 The Program shall have written policies for infection control, which are in compliance with the Center for Disease Control and Prevention Guidelines.
- OP39 The Program shall provide AIDS education to clients and shall provide or refer clients for HIV pre-test counseling and voluntary HIV testing. If the Program does test for AIDS, it shall be with the informed consent of the client. The Program shall assure the provision of pre and post-test counseling for the clients.
- OP40 The Program shall provide annual medical evaluations to clients as appropriate for dose level sero status and identified medical concerns.
- OP41 The Program shall provide or refer clients for tuberculosis and sexually transmitted disease (STD) testing upon admission and at least annually thereafter. However, Programs shall not require clients to receive HIV/AIDS testing.
- OP42 The Program shall develop written policies and procedures for continued treatment with methadone or buprenorphine in the event of an emergency or natural disaster.
- OP43 The Program shall have hours, which provide for early morning or late evening services to meet the needs of their client population.
- OP44 The Program shall implement written policies and procedures to ensure positive identification of the client before methadone or buprenorphine is administered.
- OP45 The Program shall develop written policies regarding the recording of client medication intake and a daily methadone/buprenorphine inventory. These policies shall comply with DEA, Arkansas State Pharmacy Board and Arkansas State Medical Board as appropriate.
- OP46 The Program shall develop and implement written policies and procedures to contact other opioid treatment programs within a two hundred (200) mile radius to prevent duplication of services to an individual. The policy shall be in accordance with Federal Confidentiality Regulations (42 CFR, Part 2).
- OP47 The Program shall monitor a client's progress and shall satisfy itself that the client is continuing to benefit from treatment.
- OP48 The Program shall not use incentives or rewards or unethical advertising practices to attract new clients. This shall not forbid the Program from rewarding clients that maintain exemplary compliance with program rules and their individualized treatment plans.
- OP49 The Program has the right to randomly schedule telephone requests to clients who

have take home privileges requiring them to report to the treatment facility and to bring their remaining take-home medication with them. At least twice annually the Program shall randomly select at least five per cent (5%) of these clients who have take home privilege for this purpose.

- OP50 Programs shall be responsible for contacting the previous Programs of transferring clients regarding such issues as their stability in treatment and take home status, before initiating take home privileges for these clients.
- OP51 To prevent relapse, programs shall place transferring clients with take-home privileges on an increased drug screening surveillance schedule for the first thirty (30) days after admission.
- OP52 Client to counselor ratios shall not exceed 40:1.
- OP53 Programs shall employ at least one full-time medical doctor, as licensed to practice medicine in the State of Arkansas, for every 300 clients.
- OP54 The medical director of an opioid treatment program will be ASAM certified; have documented references of working experience in an opioid treatment program, or have documented continuing education in addiction treatment.
- OP55 The Medical Director will be available to the program on a continual basis, seven (7) days per week, twenty-four (24) hours per day.
- OP56 Direct observation shall be used in collecting urine specimens. Observation shall be conducted professionally, ethically and in a manner, which respects clients privacy and does not damage the client-clinic relationship.
- OP57 Random, periodic testing, including Breathalyzer tests for alcohol, shall be done to ascertain use of other substances, for clients with a history of abusing these substances.
- OP58 The program has policies and procedures that address the dangers associated with the use of benzodiazepines when taking methadone. This will include provisions for admission/discharge protocol for illicit use and obtaining a release of information with the prescribing physician's acknowledgement that the patient is also being prescribed methadone. The patient must sign and date and informed consent of the program's policy.
- OP59 When appropriate, family involvement shall be requested through a consent form to release information to family members.
- OP60 Each client whose daily dose is above 100 milligrams is required to be under observation while ingesting the drug at least six (6) days per week irrespective of the length of time in treatment, unless the Program has received prior approval

from the State Authority (SA).

- OP61 In addition to federal reporting requirements, the program will have specific policies and procedure to report lost or stolen doses, theft and diversion, and fatalities of overdose to OADAP (incident reporting policy).
- OP62 The program will have specific policies and procedures delineating staff access into the medication storage area(s).

#### EXCEPTIONAL TAKE HOME

- OP63 Take home medication exceptions must be approved in writing, by the State Authority (SA) prior to dispensing. Exceptional take homes will not normally be granted to Phase I, Phase II, Phase III, and Phase IV clients. Reasons for exceptional requests, may include, but are not limited to the following:
- a. A client is found to have a physical disability which interferes with his or her ability to conform to the applicable mandatory schedule; the client may be permitted a temporary or reduced schedule, provided the client is also responsible in handling narcotic drugs.
  - b. A client, because of exceptional circumstances such as illness, personal or family crisis, travel, or other hardship, is unable to conform to the applicable mandatory schedule, provided the client is also responsible in handling narcotic drugs. The rationale for the exception shall be based on the reasonable clinical judgment of the program's physician. The client's record shall document the rationale. The rationale is endorsed via the physician's signature.
  - c. If the program is not in operation due to the observance of an official state holiday, clients may be permitted one extra take home dose and one fewer program visit per week on the day in which the holiday occurs. An official state holiday is the day on which state agencies are closed and routine state government business is not conducted.
  - d. In the event that a winter storm watch is issued by the National Weather Service, a three (3) day take home dose may be dispensed. Additional days shall require SA approval. The SA retains the right to reduce or revoke the take home dosing.
- OP64 The dosing area(s) used will be a separate area that provides sufficient privacy to maintain confidentiality of the client's identity and communication between staff and the client.
- OP65 Any client receiving 100mg or larger methadone dose shall not be allowed exceptional take-home privileges unless approved via the SMA.
- OP66 All requests for methadone take-home medication exceptions must be submitted to the SMA in writing or through SAMHSA/CSATEXTRANET. Each request must document the following:



- a. The name of the client for whom the request is made;
- b. The address, phone number and Social Security number of the client;
- c. Date of admission
- d. Date of last request
- e. Program number
- f. The dates for the requested take-home;
- g. The rationale for the exceptions;
- h. The current dosing amount;
- i. Date of last positive drug screen;
- j. Current Phase; and
- k. Medical Director's signature.

These requests submitted in writing can be mailed, hand delivered or faxed to:

Department of Human Services  
Division of Behavioral Health  
Alcohol and Drug Abuse Prevention  
Director of Program Compliance and Outcome Monitoring  
305 South Palm Street, Administration  
Little Rock, Arkansas 72205  
FAX: (501) 686-9035

Patient Exception Requests must be submitted online via SAMHSA's OTP Extranet Web site.

#### PROGRAM SECURITY

- OP67 Programs are subject to Drug Enforcement Administration regulations concerning the Registration of Manufacturers, Distributors, and Dispensers of Controlled Substances (Chapter II Parts 1301 - 1307). Clients shall be physically separated from the narcotic storage and dispensing area.
- OP68 The Program shall not allow clients to congregate or loiter on the grounds or around the building(s) wherein the Program operates.
- OP69 Entrances that have windows will be tinted or have coverings so the client's identity and confidentiality is protected from the view of the public.

#### CLIENT RECORDS

OP70 In addition to client record criteria OTP shall also contain:

- a. Documents and test results as generated by activities on admission;
- b. Client progress in treatment case notes;
- c. Results of case staffing;
- d. Results of drug screening tests;
- e. Such treatment plan reviews as required by Standard CTP2 herein; and
- f. Any other client related material deemed appropriate by the Program.

## DRUG SCREENING

- OP71 The Program shall complete an initial drug screening test or analysis for each client upon admission.
- OP72 The Program shall conduct new client drug screening weekly for the first three (3) months in treatment. The Program may place a client who completes three (3) months of drug screening showing no indications of drug abuse on a monthly urine-testing schedule.
- OP73 Programs shall implement procedures, including the random collection of samples, to effectively minimize the possibility of falsification of the sample.
- OP74 The Program shall use drug screening as a clinical tool for the purposes of diagnosis and the development of treatment plans. After admission, the results of a single screening report shall not determine significant treatment decisions.
- OP75 Clients on a monthly schedule for whom screening reports indicate positive results for drugs other than methadone shall return to a weekly schedule for a period of time clinically indicated by the physician.
- OP76 The Program shall analyze each sample for opiates; methadone; amphetamines; crack/cocaine; benzodiazepines; marijuana and other drugs as may be indicated by clients use patterns.
- OP77 Laboratories that perform the testing required under this regulation shall be in compliance with applicable Federal proficiency testing and licensing standards and applicable state standards.

## DOSAGE REPORTING REQUIREMENTS

- OP78 The Medical Director may order methadone dosages in excess of 100 milligrams but less than 120 milligrams only where medically indicated. The Medical Director shall fully document the reasons for the dosage level and report such orders to the SMA.
- OP79 The Medical Director shall obtain prior written approval from the SA for methadone dosage orders in excess of 120 milligrams.

## TAKE-HOME MEDICATION

- OP80 The requirement of time in treatment is a minimum reference point after which a client may be eligible for take-home medication privileges. The time reference does not mean that a client in treatment for a particular time has a specific right to take-home medication. Since the use of take-home privileges creates a danger of not only diversion, but also accidental poisoning, the Medical Director must make every attempt to ensure that take-home medication is given only to clients who will benefit from it and who have demonstrated responsibility in handling

methadone.

Thus, regardless of time in treatment, a Medical Director may, in his or her reasonable judgment, deny or rescind the take-home medication privileges of a client. Concurrently, the client shall provide assurance to the Program that take-home medication can be safely transported and stored by the client for the client's use only. Warning labels identifying the dangers associated with the ingestion of methadone shall be placed on every take home dose.

#### 24-HOUR EMERGENCY SERVICES

OP81 Clients shall have access to the Program in case of an off-hour emergency. The Program shall maintain a 24-hour Emergency Hot-Line with individuals designated as on-call to handle client emergencies.

#### TRANSFERRING OR VISITING CLIENTS

OP82 When a client transfers from one Program to another, the transferring Program shall send copies of the transferring client's records to the licensed receiving Program prior to admission. Transferring clients shall enter Phase I for a minimum of two (2) weeks. With successful completion of Phase I, they enter the appropriate treatment phase.

OP83 Individuals visiting the State of Arkansas, who are part of a methadone treatment, program, shall have their home program provide information to a licensed Program prior to the individual's arrival in the state.

OP84 The Arkansas program shall provide qualified visiting clients up to twenty-eight (28) days of methadone medication. However, take-home privileges shall not be greater than the privileges accorded by the home program, and in no case for longer than six (6) days.

#### DISCHARGE PROCEDURES

OP85 In order to remain in the Program and to successfully move through treatment, clients shall be in compliance with Program rules or risk administrative detoxification from methadone. For the purpose of these standards, an infraction means threats of violence or actual bodily harm to staff or another client, disruptive behavior, community incidents (loitering, diversion of methadone, sale or purchase of drugs), continued unexcused absences from counseling and other serious rule violations. Clients may also be discharged for failure to benefit from the Program. When a Program determines to discharge a client, the Program shall provide a written statement containing:

- a. The reason(s) for discharge;
- b. Written notice of his or her right to request review of the decision by the Program Director or his or her designee; and
- c. A copy of the appeal procedures.

## COMMUNITY LIAISON AND CONCERNS

- OP86 A Program shall instruct clients not to cause unnecessary disruption to the community by loitering in the vicinity of the Program, or engaging in disorderly conduct or harassment.

The Program may discharge clients who cause such disruption to the community pursuant to the Standards.

- OP87 Each Program shall provide the SA with a specific plan to avoid disrupting the community and the actions it shall take to assure responsiveness to community needs. The plan will include forming a committee of representative members of the community. Such committee shall meet at least once annually.

- OP88 Further actions include assigning a staff member to act as community liaison, to establish an open dialog between the community and the program administration. Educational material shall be made available to the immediate community regarding the treatment of opioid addiction.

## STAFF TRAINING

- OP89 In an effort to maintain quality care, the program shall develop a training plan for personnel that foster consistency of care in accordance with rapidly evolving knowledge in the opioid treatment field.
- OP90 The program shall develop a method of rapidly disseminating information about pharmacological issues and other advances in the field.

## RECORD KEEPING AND REPORTING REQUIREMENTS

- OP91 The program shall keep records and make such reports required by the DEA 1304.01 - 1304.38 of Chapter II - Drug Enforcement Administration, Department of Justice, part 1304 Records and Reports of Registrants.
- OP92 The program shall adhere to record keeping and reporting requirements of the CSAT, HHS, 291.505 (d) (13). These records shall include but not be limited to (i) Client Care, (ii) Drug Dispensing, (iii) Client's Record.
- OP93 The program shall provide other reports as required by the SOTA with records as required by DEA and CSAT regulations.
- OP94 The program shall provide other reports as required by the SOTA.

### CLIENT APPEAL RIGHTS

- OP95 Decisions regarding a client's treatment by staff are subject to appeal. The program shall develop appeal procedures that allow clients to directly appeal to the SOTA.
- OP96 The SOTA shall approve the procedures. In addition, procedures shall include a provision that a central file of client appeals be maintained at the program site for review by the SOTA staff.
- OP97 The program shall post a list of client's rights in a conspicuous place for the public.

### PROGRAM APPEAL RIGHTS

- OP98 An entity may appeal the disapproval of an application or Program closure by the SOTA. Refer to Section 6.00 of Alcohol and Drug Abuse Prevention's Rules of Practice and Procedure for the Appeal Process for Adverse Action.

### PROGRAM CLOSURE

- OP99 Failure of the program to adhere to CSAT/DEA regulations or Standards of the SA may result in revocation of program approval and/or licensure.
- OP100 The SA shall report Programs recommended for closure to the CSAT/DEA for revocation of the right to receive shipments of narcotic drugs in accordance with 21 CFR, 291.505(h).

***DEFINITIONS***  
**Relative to Licensure Standards for  
Alcohol and Other Drug Abuse Treatment Programs**

**Addiction Severity Index (ASI)** - A semi-structured assessment instrument designed to be used with clients presenting for substance abuse treatment. It covers seven (7) important areas of a client's life: medical, employment/support, drug and alcohol use, legal, family/social, opinions about alcohol and drug use, and psychological. The instrument documents lifetime difficulties in these seven (7) areas and focuses on difficulties in the thirty (30) days prior to assessment.

**Administrative Detoxification** - The gradual, medically controlled withdrawal of methadone.

**Admission** - The point in an alcohol or drug abuser's relationship with the program at which the intake process has been completed and the individual is entitled to receive services.

**Aftercare** - The component of the treatment program which assures the provision of continued contact with the client following the termination of services from a primary care modality, designed to support and to increase the gains made to date in the treatment process. Aftercare plan development should start prior to discharge, but is not implemented until discharge.

**Alcohol and Drug Management Information System (ADMIS)** - Alcohol and Drug Management Information System (ADMIS) is the management information system for the collection and reporting of client related data prescribed by the State.

**Alcohol or Drug Abuser/Addict** - An abuser is a person who voluntarily uses alcohol or other drugs in such a way that their social or economic functioning is disrupted. An addict is a person who is physically and/or psychologically dependent on alcohol or other drugs and has little or no control over the amounts consumed, leading to substantial health endangerment, or social functioning disruption and economic functioning disruption.

**Applicant** - Any individual who has applied for admission to a treatment program, but is not yet admitted to the program.

**Applicant Screening** - The act of determining eligibility for treatment.

**Assessment** - The process of collecting sufficient data to enable evaluation of an individual's strengths, weaknesses, problems and needs so that a treatment plan can be developed.

**Chief Executive Officer** - The individual appointed by the governing board to set in behalf of the overall daily management of the organization.

**Client** - An individual who has an alcohol or other drug abuse problem, for whom intake procedures have been completed, who is admitted to the program, and remains active in the treatment provided by the program, and has not been discharged.

**Counselor** - An individual who, by virtue of education, training or experience, provides treatment, which includes advice, opinion, or instruction to an individual or in a group setting to allow opportunity for a person to explore their problems related directly or indirectly to alcohol and/or other drug abuse or dependence..

**Definitive Laboratory Results** - Confirmatory tests conducted by a National Institute of Drug Abuse (NIDA) certified laboratory.

**Detoxification** - The withdrawal of a person from a physiologically addicting substance.

**Detoxification Treatment for Opioid Dependence** - The dispensing of a narcotic drug in decreasing doses to an individual to alleviate adverse physiological and psychological effects of withdrawal from the continuous or sustained use of a narcotic drug and as a method of bringing the individual to a narcotic drug-free state within such period.

**Direct Care** - Any individual who provides chemical dependency education or counseling of treatment related activities.

**Documentation** - Provision of written, dated and authenticated evidence (signed by person's name and title) to substantiate compliance with standards (e.g., minutes of meetings, memoranda, schedules, notices, announcement).

**Emergency Admission** - An admission that does not meet the intake process due to the extreme nature of the circumstances involved.

**Emergency Care** - A network of services that provides all persons having acute problems related to alcohol and other drug use and abuse readily available diagnosis and care, as well as appropriate referral for continuing care after emergency treatment.

**Family** - Individuals as defined by law, or significant others that claim relationship to the client.

**Fiscal Management System** - Procedures that provide management control of the financial aspects of program operations. Such procedures include cost accounting, program budgeting, materials purchasing, and client billing standards.

**Governing Board** - That person or persons with the ultimate authority and responsibility for the overall operation of the program.

**Intake** - The process of collecting and assessing information to determine the appropriateness of admitting an individual in an alcohol and drug abuse treatment program.

**Licensure** - The process by which the Alcohol and Drug Abuse Prevention determines if a person, partnership, association or corporation may operate an alcohol and drug abuse treatment program.

**Licensure Standards for Alcohol and/or Other Drug Abuse Treatment Programs** - The standards developed by the Office of Alcohol and Drug Abuse Prevention, which licensed treatment programs shall comply with.

**May** - Term in the interpretation of a standard to reflect an acceptable method that is recognized, but not necessarily preferred.

**Medical Director** - A physician licensed to practice medicine in the State of Arkansas who assumes responsibility for the administration of medical services performed by the Program, ensuring that the Program is in compliance with federal, state and local laws and regulations. In an Opioid Treatment Program the Medical Director assumes the responsibility regarding the medical treatment of narcotic addiction with a narcotic drug.

**Methadone Hydrochloride** - An opioid (a synthetic opiate) that is primarily used for the treatment of narcotic addiction in detoxification or maintenance programs.

**Narcotic Dependent** - A narcotic dependent is an individual who physiologically needs opiate or a synthetic opiate to prevent the onset of signs of withdrawal.

**NCPI** - Crisis Prevention Institute's training in Non-violent Crisis Prevention and Intervention.

**Observation Detoxification** - Includes monitoring on a 24-hours per day basis of a client who is undergoing mild withdrawal in a residential/live in setting. Monitoring will consist of taking the client's vital signs. Vital signs will be taken by a staff member trained and certified by OADAP, a Medical Doctor, Registered Nurse, Licensed Psychiatric Technical Nurse or Licensed Practical Nurse. The facility shall establish approved emergency medical procedures. These services shall be available should the client's condition deteriorate and emergency procedures be required.

**Opioid Maintenance** - The dispensing of methadone for more than 180 days in the treatment of an individual for dependence on opiates.

**Opioid Treatment Program** - An entity that:

- (1) Administers or dispenses an approved narcotic drug to a narcotic addict for maintenance or detoxification treatment;
- (2) Provides a comprehensive range of medical and rehabilitative services;
- (3) Is approved by the State Methadone Authority (SMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT);
- (4) Is registered with the Drug Enforcement Administration (DEA) to use a narcotic drug for the treatment of narcotic addiction; and
- (5) Is open at least six (6) days a week.

**Outpatient Program** - A non live-in program offering treatment or rehabilitation services to alcohol or drug abusers on a scheduled or non-scheduled basis.



**Outpatient Service - Family** - Counseling provided in an outpatient environment to a substance abuse client and family members or significant other.

**Outpatient Service - Group** - Counseling provided in an outpatient environment to more than one substance abuse client.

**Outpatient Service - Individual** - Includes care provided to a substance abuse client in an outpatient environment.

**Outreach Public Education and Information** - The dissemination of relevant information specifically aimed at increasing the awareness, receptivity, and sensitivity of the community and stimulating social action to increase the services provided for people with problems associated with the use of alcohol and/or other drugs. It also includes the process of reaching into a community systematically for the purpose of identifying persons in need of services, informing individuals and their families as to the availability of services, locating additional services, and enhancing the entry into the service delivery system.

**Partial Day Treatment** - Care provided to a substance abuse client who is not ill enough to need admission to medical detoxification or observation detoxification, but who has need of more intensive care in the therapeutic setting. This service shall include at a minimum intake, individual and group therapy, psychosocial education, case management and a minimum of one hot meal per day. Partial Day Treatment shall be a minimum of four (4) hours per day for five (5) days per week. In addition to the minimum services, treatment may include drug testing, medical care other than detoxification and other appropriate services.

**Presumptive Laboratory Results** - Screening test results that have not been confirmed by a National Institute of Drug Abuse (NIDA) certified laboratory.

**Program** - An individual, partnership, corporation, association, government subdivision or public or private organization that provides treatment services.

**Program Component** - A category into which a specific group of interrelated services can be classified (e.g., outpatient care).

**Program Sponsor** - A person (or representative of an organization) who is responsible for the operation of a Program and who assumes responsibility for its employees, including practitioners, agents or other persons providing services at the Program and is knowledgeable of substance abuse treatment issues.

**Progress Note** - That portion of the client's case which describes the progress of the client and his (her) current status in meeting the goals set in the treatment plan, as well as describing the efforts of staff members to help the client achieve those stated goals. Progress notes also include documentation of those events and activities related to the client's treatment.

**Referral Agreement** - A written document defining a relationship between the program and an outside resource for the provision of client services not available within the alcohol and/or other drug abuse treatment program.

**Regional Alcohol And Drug Detoxification Services (RADD Services)** - A process providing the client with up to three days detoxification services and aftercare plan.

**Regional Detoxification Specialist** - A person trained and certified by Alcohol and Drug Abuse Prevention. Training will provide competency, at a minimum, in the following areas:

1. Current RADD Program Policies and Procedures;
2. Taking of vital signs (temperature, pulse, respiration and blood pressure);
3. Evaluation of presenting symptoms and compiling an accurate substance abuse history;
4. Current certification in cardiopulmonary resuscitation (CPR);
5. Current certification in a first aid course;
6. Current Non-Violent Crisis Intervention certification (CPI) in defusing hostile situations; and,
7. Knowledge of alternate social, rehabilitation and emergency referral resources.

**Rehabilitation** - The restoration of a client to the fullest physical, mental, social, vocational and economic usefulness of which he or she is capable. Rehabilitation may include, but is not limited to, medical treatment, psychological therapy, occupational training, job counseling, social and domestic rehabilitation and education.

**Residential Program** - A twenty-four (24) hour, seven (7) days per week, non-medical, live-in facility offering treatment and rehabilitation services to facilitate the alcohol and/or other drug abuser's ability to live and work in the community. Includes care provided to a substance abuse client who is not ill enough to need admission to medical detoxification or observation detoxification, but who has need of more intensive care in the therapeutic setting with supportive living arrangements. This service shall include at a minimum, intake, individual and group therapy, case management and room and board. In addition to the minimum services, residential service may include drug testing, medical care other than detoxification, and other appropriate services.

**Services** - Services are program components rendered to clients which shall include, but are not limited to: (1) Medical evaluations; (2) Counseling; and (3) Rehabilitative and other social programs (e.g., vocational and educational guidance, employment placement) which shall support the client in becoming a productive member of society.

**Shall** - Term used to indicate a mandatory statement, the only acceptable method under the present standards.

**Significant Other** - An individual who has an intimate relationship with another, but who is not related by heredity or law.

**Specialized Women's Services (SWS)** – At facilities designated as SWS a unit of service will be one day for a family. A family is considered one mother and up to two children below the age of seven (7). Services at a minimum include case management, alcohol and other drug treatment, child

care, transportation, medical treatment, housing, education/job skills training, parenting skills, aftercare, family education and support and house rules.

**Staff** - Any individual who provides services to the program on a regular basis as a paid employee.

**Standards** - Specifications representing the minimal characteristics of an alcohol and/or other drug abuse treatment program, which are acceptable for the licensing of a program.

**State Authority (SA)** – The Director, or designee, of the Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention, or its successor.

**State Opioid Treatment Authority (SOTA)** - The Director, or designee, of the Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention, or its successor.

**Structured Treatment** - An activity facilitated by a staff member, an appropriate volunteer, or a representative from an outside agency (client meditation and study groups are not structured treatment).

**Substance Abuse Treatment** - A process whereby services are provided to an individual with the intent of the cessation of harmful or addictive use of alcohol and/or other drugs. Treatment must include, but should not be limited to, counseling. Treatment promotes the ultimate goal of the individual reaching their fullest physical, mental, social, vocational and economic capabilities possible.

**Take-Home Medication** - Take-Home medications refer to those doses of methadone consumed by the client under conditions of no direct observation by a medical provider.

**Treatment Plan** - A written plan developed after assessment, which specifies the goals, activities and services appropriate to meet the objective needs of the client.

**Treatment Program** - Any program that delivers alcohol and/or other drug abuse treatment services to a defined client population.

**Treatment Staff** - The group of personnel of the alcohol and/or other drug abuse treatment program, which is directly involved in client care or treatment.

**Update** - A dated and signed review of a report, plan or program with or without revision.

**Volunteer** - Any person who of their own free will provides goods or service without any financial gain. Volunteers may not supplant paid staff.

**Working Agreement** - A written contract, letter of document, or other document that defines the relationship.

(Addendum 1)  
ARKANSAS DEPARTMENT OF HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH SERVICES  
ALCOHOL AND DRUG ABUSE PREVENTION  
4313 West Markham, Third Floor Administration  
Little Rock, Arkansas 72205  
(501) 686-9866 – FAX (501) 686-9396

**APPLICATION FOR LICENSURE**

First time applicants shall submit a \$150.00 application fee

☐ **NEW APPLICANT**

☐ **RENEWAL**

☐ **CHANGE IN STATUS** (check ALL that apply):

☐ New Site    ☐ New Address    ☐ New Owner

☐ Adding a new level of service    ☐ Increase in Bed Capacity

☐ Change in Client Population (adult or adolescent)

**NAME OF FACILITY TO BE LICENSED (dba if used):**

Legal Name of Facility

Mailing Address (Headquarters)

Physical Address (Headquarters)

City

State

Zip Code

Telephone  
( )

County

Facility Contact Person for Licensure (Name and Title)

Telephone  
( )

FAX Number

**SERVICES NEEDING LICENSURE:**

☐ Residential

☐ Outpatient

☐ Partial Day

☐ Drug Court

☐ SWS

☐ Adolescent Services

☐ Therapeutic Community

☐ Opioid

☐ Other (Specify)

☐ SATP

**FACILITY CLASSIFICATION:**

☐ Medical Facility

☐ Independent Facility

☐ Community Mental Health Facility

☐ Correctional Facility

**LEGAL STATUS:**

☐ Non-Profit

☐ For Profit

☐ Public

**ACCREDITATION:**

☐ JCAHO

☐ CARF

☐ COA

**Projected Date to Open for New Facilities and Programs:**        /        /

**TO THE BEST OF MY KNOWLEDGE, ALL INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.**

Typed Name of Chief Executive Officer

Signature of Chief Executive Officer

Date



**ARKANSAS  
DEPARTMENT OF HUMAN SERVICES,  
DIVISION OF BEHAVIORAL HEALTH  
SERVICES**

**ALCOHOL AND DRUG ABUSE  
PREVENTION**

**RULES OF PRACTICE  
AND  
PROCEDURE**

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## **INTRODUCTION**

The Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention's *Rules of Practice and Procedure* replaces and supersedes any and all previous editions of the *Rules of Practice and Procedure*.

The Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention\* (DHS/DBHS/OADAP or OADAP), is the single state agency responsible for developing and promulgating standards, rules and regulations for alcohol and other drug abuse prevention and treatment programs within the State, and operation of a comprehensive management evaluation and community research process for the allocation of resources. It is the primary point of contact in the state for the award of federal funds to be used in alcohol and other drug abuse prevention and treatment programs in the state.

It is determined that, in order to combat the abuse and misuse of alcohol, tobacco and other potentially harmful drugs, a comprehensive prevention and treatment strategy must be developed in Arkansas. This strategy shall include the development and administration of a wide range of activities and campaigns deemed effective and tailored to the needs of Arkansas citizens.

## **MISSION**

*To help Arkansas Citizens live productive lives free from the abuse of alcohol, tobacco and other drugs.*

## **GOALS**

1. To act as a strong advocate for comprehensive alcohol, tobacco and other drug abuse, education, intervention, prevention and treatment services in Arkansas and to assure that these programs are identified and presented to lawmakers and to key decision makers.
2. To assure the provision of comprehensive treatment and prevention services to citizens of Arkansas who have an alcohol, tobacco and/or other drug abuse problem or potential problem.
3. To assure that comprehensive services are tailored to the specific needs of individuals within each county and region of the State.
4. To assure that all services provided for the alcohol and drug abuser meet minimum standards required for quality care.
5. To distribute available resources in the most cost efficient and cost effective process available.
6. To coordinate with others to maximize utilization of available resources and services.
7. To provide comprehensive educational and training resources that are responsive to the changing and diverse needs of alcohol, tobacco and drug abuse services in Arkansas.
8. To create and sustain a constituency of citizens to serve as advocates for substance abuse services.

## **OADAP PHILOSOPHY**

The philosophies of OADAP recognize that:

1. Even though there are generally accepted solutions to the problems of alcohol, tobacco, other drug abuse and youth violence, local communities' problems and needs must be considered when determining successful prevention approaches.
2. Effective alcohol, tobacco, other drug abuse and youth violence prevention and treatment activities must have local citizen input, community support, and community involvement.
3. An effective alcohol, tobacco and other drug (ATOD) plan must provide opportunities for persons to become functional and productive citizens, either through prevention, intervention or treatment activities. All components are important in effectively addressing ATOD problems.
4. Effective prevention, intervention and treatment programs cannot rely on a single source of support but must utilize local resources such as existing sources of supportive services, community programs, neighborhood organizations, social services and others.
5. In order to assist local communities in the development of alcohol, tobacco, other drug abuse and youth violence prevention activities, OADAP must first assist the community by generating community awareness of alcohol, tobacco and other drug abuse problems. This includes an understanding of the nature and extent of the alcohol, tobacco and other drug abuse problems, the deeper issues underlying the problems, and the need for efforts to deal with the problems.
6. Alcohol, tobacco, other drug abuse, and youth violence may reflect or contribute to underlying individual and/or community problems; the most successful measures are those that deal with helping a person in the development of his/her inner resources (feelings, attitudes, values clarification, communication skills, etc.) so that he can deal more effectively with his/her role in life.
7. Alcohol, tobacco, other drug abuse and youth violence are problems found in rural areas as well as metropolitan areas. Programs should be available to rural and small communities.
8. Information on alcohol, other drugs and youth violence should be presented in a clear, unbiased and factual method. OADAP believes "scare tactics" are an inappropriate mechanism for conveying information to the general public.
9. ATOD services are based on the knowledge that alcohol and other drug abuse is a multifaceted, complex problem, and that alcoholism and other drug addiction is a primary, progressive, but treatable disease.

## **PREVENTION PHILOSOPHY**

1. Prevention is defined as a **proactive** process **designed** to empower individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles (Center for Substance Abuse Prevention, 1996).
2. Prevention begins within communities by helping individuals to learn that they can have an impact in solving their local problems and setting local norms. Prevention emphasizes collaboration and cooperation, both to conserve limited resources and to build on existing relationships within the community. Community groups are routinely used to explore new, creative ways to use existing resources.
3. Prevention is part of a broader health promotion effort, based on the knowledge that addiction is a primary, progressive, chronic, and fatal disease. As such, it focuses on helping people develop new, more positive views of themselves. It is aimed at both users and non-users, with a goal to helping community members to achieve healthier life-styles.
4. Community activities sometimes incorporate problem identification and referral activities, which attempt to assist individuals who may have already developed inappropriate means of dealing with anger, or who have begun inappropriate use of alcohol or other drugs. Problem identification may include referral to a diagnostic or treatment center.
5. Comprehensive prevention efforts target many agencies and systems, and use many strategies in order to have the broadest possible impact. Therefore, evaluation is crucial in order for communities to identify their successful efforts and to modify or abandon their unproductive efforts.
6. The overall goal for prevention is the development of healthy, responsible, productive citizens who will be unlikely to experience youth-related violence, alcohol or drug-related problems in their lives.
7. OADAP promotes the risk and protective factor approach to prevention of problem behaviors which is based on the work of Drs. J. David Hawkins and Richard F. Catalano and their colleagues at the University of Washington. This approach addresses risk factors in important areas of daily life: 1) the community, 2) the family, 3) the school, and 4) within individuals themselves and their peer interactions. Many of the problem behaviors faced by youth--delinquency, substance abuse, violence, school dropout and teen pregnancy—share many common risk factors. Thus, reducing those common risk factors will have the benefit of reducing several problem behaviors.
8. Building coordinated prevention efforts that offer multiple strategies, provide multiple points of access and coordinate and expand citizen participation in community activity is a most promising approach to preventing alcohol and other drug problems, and youth-related violence.

9. OADAP supports a holistic approach to preventing youth violence, drug, alcohol, and other education including health education, self-appreciation and personal development for grade kindergarten through 12.
10. OADAP supports the development of alcohol and other drug abuse education, conflict resolution and violence prevention in schools. It is the philosophy of OADAP that effective education is dependent upon quality teacher training.

## **SECTION I**

### **OADAP PROGRAM POLICY**

1. Any activity or program funded by OADAP must be consistent with the goals established by OADAP; however, funding requirements must be flexible to allow a responsiveness to individual community needs.
2. State level responsibilities to alcohol, tobacco, other drug abuse and youth violence prevention and treatment activities in Arkansas shall be in management, coordination and technical assistance areas.
3. An applicant may be afforded an opportunity to appear before the Treatment and Prevention Committee of the Alcohol and Drug Abuse Coordinating Council in matters of the award of funds, review of an application, or adjustment to an existing contract or grant.
4. OADAP shall not enforce or develop a policy or guideline for the awarding of contracts or grants, or to continue to disburse funds, which it knowingly finds to be in conflict with any state or federal rule or regulation.
5. OADAP shall not recommend for funding any application that does not comply with OADAP *Rules of Practice and Procedure*.
6. OADAP shall present the *Rules of Practice and Procedure* affecting all contracts and grants prior to its implementation. The *Rules of Practice and Procedure* will be reviewed and updated at least annually.
7. OADAP shall present applications/proposals for service delivery which are recommended for award to the Arkansas Alcohol and Drug Abuse Coordinating Council for review and approval. This procedure does not apply to administrative contracts such as equipment purchases, newspaper contracts, training contracts, planning contracts or pilot projects.
8. OADAP shall encourage development of standards for alcohol and drug abuse professionals in the state.
9. OADAP shall develop a management information system for all programs, whereby OADAP can conduct program planning activities.

10. OADAP shall allocate funds in each area of the state based on federal or state mandates, special projects and a needs based funding formula.
11. OADAP shall allocate regional/area funding for Alcohol Safety Education, Detoxification and Treatment services.
12. OADAP shall initiate, if funds are available, the development of pilot projects in treatment, prevention and education that shall be evaluated for future development of model programs and activities.
13. OADAP shall assist local communities in securing all available financial assistance for provision of treatment and prevention activities.
14. In conformance with the Health Insurance Portability and Accountability Act (HIPAA), OADAP may coordinate with any public or private agency or organization which can assist in collecting data on incidence and prevalence of alcohol and other drug abuse and youth violence.
15. OADAP shall require that any funded prevention and treatment program make available continuing education in prevention and/or treatment activities to employees of the program.
16. OADAP shall require that each funded program coordinate prevention and treatment activities with the provision of other appropriate services (including health, social, correctional and criminal justice, educational, vocational rehabilitation, and employment) within their service area.

## **SECTION II**

### **POLICIES AFFECTING PREVENTION**

1. Prevention programs approved for funding must:
  - Be designed to create measurable changes in risk and/or protective factors of an identified target population;
  - Identify the specific population to receive services including numbers, age(s), gender, ethnicity and geographical location;
  - Use developmentally appropriate strategies and approaches proven effective on substance abuse indicators/measures.
  - Assure adequate measures to recruit and retain participants;
  - Be designed to impact multiple life domains and provide ample dosage, duration, and intensity to create change;

- Establish action plans necessary to complete outcome objectives; and
  - Have adequate evaluation methodology which includes both process and outcome evaluation.
  - Be aligned with the direction and requirements of the federal funding sources.
2. OADAP shall encourage all primary prevention programs to become self-sustaining after initial funding.
  3. Prevention programs shall emphasize zero tolerance of youth violence, the use of alcohol and tobacco by youth, and illicit drug use by all persons.

### **SECTION III** **POLICIES AFFECTING TREATMENT**

Mission Statement- Program Compliance and Outcome Monitoring: To assure that quality treatment services are provided to those persons receiving alcohol, tobacco and/or other drug abuse treatment in the State of Arkansas.

1. OADAP shall develop a plan for each area of the State which shall include the present funding, utilization and need.
2. OADAP shall determine a plan for allocations of funding, (e.g., Federal mandates, special projects and a statewide funding formula, etc.).
3. OADAP will purchase a continuum of alcohol and other drug abuse services within a reasonable rate.
4. OADAP supports the concept that non-medical as well as medical treatment models are viable and effective approaches in providing quality care.
5. Successful treatment and rehabilitation must utilize the total range of services that the individual can appropriately and productively use in the recovery process.
6. While client work may be an important part of the recovery process, the program should develop policies which safeguard the client from inappropriate work. Active clients cannot be employed by the program.
7. OADAP shall not initiate, encourage, or approve neither the development nor funding of programs seeking to provide treatment by modifying behavior through the use of psychosurgery, aversion therapy, or chemotherapy as a primary treatment method.
8. OADAP shall serve as the State Authority for Methadone and shall develop standards, provide coordination and oversight of all Opioid Treatment Programs (OTP) applications,

exemptions, waivers, monitoring and closings in coordination and cooperation with the various federal agencies having regulatory oversight for methadone and Opioid Treatment Programs.

9. OADAP shall require that funded treatment programs provide priority admission in the following order: (1) Pregnant Injecting Drug Users (IDU), (2) Pregnant Substance Abusers, (3) Injecting Drug Users, (4) Clients with the greatest clinical need, (5) Clients from the Catchment area as specified by OADAP, (6) Clients from the State of Arkansas, and (7) Clients from other states.
10. OADAP funded treatment programs shall be designated as mandatory receiving facilities for voluntary admissions and involuntary commitments in compliance with Act 1268 of 1995 or its successor. Non-funded treatment programs may be designated as receiving facilities at their request.
11. OADAP shall develop licensure standards for all treatment programs. All alcohol and other drug abuse/addiction treatment programs must comply with OADAP Licensure Standards.
12. Any program currently licensed by OADAP that fails a scheduled licensure review may be given a Probationary License, depending upon the severity of noted deficiencies. The Probationary License shall not exceed six months from the date of its issue. Any program issued a probationary license shall submit a corrective action plan to the Director, OADAP within thirty (30) calendar days from the receipt of the Probationary License. Any program receiving a Probationary License must bring all applicable failed standards into compliance prior to the end of the six-month period.
13. OADAP shall require that OADAP funded treatment programs shall comply with all federal and state funding criteria and shall meet all program Licensure Standards as defined in Arkansas Code §20-64-901 et seq.
14. Programs meeting the alcohol and drug abuse treatment program standards of the Joint Commission on Accreditation of Health Care Organizations (JCAHCO), ~~or~~ the Commission on Accreditation of Rehabilitation Facilities (CARF), or the Council on Accreditation (COA) will automatically receive Alcohol and Drug Abuse Prevention licensure as a licensed alcohol and drug abuse treatment program.-Such license shall be awarded by the Office of Alcohol and Drug Abuse Prevention upon presentation by the program of evidence of Joint Commission of Health Care Organizations, the Council on Accreditation or the Commission on Accreditation of Rehabilitation Facilities' accreditation. Termination of licensure/accreditation by JCAHO, CARF or COA for alcohol and/or drug treatment services will result in a termination of OADAP licensure.
15. OADAP shall not use Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
16. OADAP shall not fund testing for the etiologic agent for acquired immune deficiency syndrome unless such testing is accompanied by appropriate pre-test counseling and



appropriate post-test counseling.

17. It is the policy of OADAP and the State of Arkansas that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in a state agency's workplace is prohibited. This policy is established in compliance with the Drug Free Workplace Act of 1988 and Governor's Policy Directive A5 (GPD-5).
18. OADAP has established the following policies affecting special emphasis program development:
  - A. OADAP shall place a high priority on programming for pregnant women and women with dependent children.
  - B. OADAP may plan and develop special emphasis programs for special population groups that include, but are not limited to, the elderly, youth, women and other minorities.
  - C. Any action strategy designed by OADAP will be to expand and coordinate with existing programs to assure that needs of special groups are met.

#### **SECTION IV** **POLICIES AFFECTING MONITORING**

1. OADAP will review all contracts and grants for utilization and overall effectiveness and performance. The review will include but not be limited to the following:
  - A. A site visit at least annually.
  - B. Review of Prevention Information System reports, and/or ADMIS, audits, program files, incident and expenditure reports, etc.
  - C. A desk audit review of monthly billing may be performed on a random basis. Contract/grant providers may be required to submit documentation to support billing to facilitate the review.
  - D. Treatment Licensure reviews will be performed in accordance with the licensure standards. The frequency of licensure reviews will occur as dictated by the program's licensure status.
2. Independent Peer Review

Purpose: The purpose of the independent peer review process is to assess the quality, appropriateness, and efficacy of treatment services provided by funded treatment programs. At least 5% of the funded programs shall be reviewed annually. Programs reviewed shall be representative of the total population of the funded programs. The review will focus on the

substance abuse service system and the quality and appropriateness of treatment services. "Quality" is the provision of treatment services which, within the constraints of technology, resources, and patient/client circumstances, will meet accepted standards and practices which will improve patient/client health and safety status in the context of recovery. "Appropriateness" means the provision of treatment services consistent with the individual's identified clinical needs and level of functioning.

**Qualifications of Peer Reviewers:** Independent peer reviewers shall be individuals with expertise in the field of alcohol and drug abuse treatment and shall be representative of the various disciplines utilized by the programs under review. The peer reviewers must be knowledgeable about the modality being reviewed and its underlying theoretical approach to addictions treatment and be sensitive to the cultural and environmental issues that may influence the quality of the services provided.

**Review Procedures:** Independent peer reviewers shall review a sample of patient/client records to determine quality and appropriateness of treatment services while adhering to all Federal and State confidentiality requirements, including 45 CFR Part 2. Peer reviewers shall examine the following:

1. Admission criteria/intake process;
2. Assessments;
3. Treatment planning, including appropriate referral, e.g., prenatal care and tuberculosis and HIV services;
4. Documentation of implementation of treatment services;
5. Discharge and continuing care planning; and
6. Indications of treatment outcomes.

Questions arising during the implementation of the independent peer review process shall be resolved in consultation with the Office of Alcohol and Drug Abuse Prevention.

OADAP shall ensure that the independent peer review will not involve practitioners/providers reviewing their own programs, or programs in which they have administrative oversight, and that there be a separation of peer review personnel from funding decision makers. The independent peer review process shall not be conducted as part of the licensing/certification process.

**Goal:** The goal of the independent review process is to seek continued quality improvement of client treatment.

**SECTION V**  
**POLICIES AFFECTING PLANNING AND COORDINATION**

1. OADAP shall develop an annual state plan for the delivery of alcohol and other drug abuse services.
2. OADAP shall do planning on a regional basis or as special needs dictate.
3. OADAP shall involve special interest groups and professions in the planning process.
4. Agreements may be developed or coordinated with other state governmental units that have some involvement in the areas of alcohol and other drug abuse.

**SECTION VI**  
**POLICIES AFFECTING TREATMENT FUNDING**

1. OADAP will allocate not less than 70 percent (70%) of the Substance Abuse Prevention and Treatment (SAPT) Block Grant for alcohol and other drug treatment services.
2. Priority for expanded level programming shall be given to the following programs:
  - A. Programs that provide specialized services as identified by OADAP (e.g., pregnant women, women with children, adolescents, high-risk youth, etc.)
  - B. Not more than 3% may be spent from the general program portion for the administration of the SDFSCA program.
3. Unexpected and/or unallocated funding that becomes available during the fiscal year, but which will not be continued in subsequent fiscal years, may be allocated to programs which are over utilizing funds or to activities which will not be ongoing programs.

**SECTION VII**  
**POLICIES REGARDING FEDERAL FUNDING REQUIREMENTS**

OADAP and its program providers shall adhere to the following federal funding mandates:

1. Substance Abuse Prevention and Treatment (SAPT) Block Grant:
  - A. At least 20% of the SAPT Block Grant shall be spent for prevention services.
  - B. SAPT Block Grant funds that are spent for services to women will include an emphasis on specialty services for pregnant women and women with children according to a formula provided by the Center for Substance Abuse Treatment.

- C. No more than 5% of the SAPT Block Grant may be spent on administration.
- D. Maintenance of Effort for State expenditures. P.L. 102-321, Subpart II, Section 1930 of the SAPT regulations provides that the State agrees to maintain State expenditures for alcohol and drug abuse services at a level that is not less than the average level of such expenditures maintained by the State for the two (2) year period preceding the fiscal year for which the State is applying to receive block grant payments.
- E. Maintenance of Effort for HIV and TB Services. The state agrees to maintain State expenditures for HIV and TB services at a level that is not less than an average of such expenditures maintained by the State for the two year period preceding the first fiscal year for which the state received such a grant. In making this determination, states shall establish a base for fiscal year 1993.
- F. Charitable Choice/Right to Services from an Alternative Provider.

(a) General requirements. If an otherwise eligible program beneficiary or prospective program beneficiary objects to the religious character of a substance abuse treatment program, such program beneficiary shall, within a reasonable period of time after the date of such objection, have rights to notice, referral, and alternative services, as outlined in paragraphs (b) through (c) of this section.

(b) Notice. Programs that refer an individual to alternative providers shall ensure that notice of the individual's rights to services from an alternative provider is provided to all program beneficiaries or prospective beneficiaries. The notice must clearly articulate the program beneficiary's right to a referral and to services that reasonably meet the requirements of timeliness, capacity, accessibility, and equivalency. The notice required to be provided is set out below:

#### **Notice to Individuals Receiving Substance Abuse Services**

No provider of substance abuse services receiving federal funds from the U.S. Substance Abuse and Mental Health Services Administration through OADAP may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you object to the religious character of a substance abuse treatment provider, federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from the organization from which you were referred.

(c) Referral to Services from an Alternative Provider. When an OADAP funded substance abuse treatment program beneficiary or prospective program beneficiary objects to the religious character of a program that is a religious organization, that participating religious organization shall, within a reasonable time after the date of such objection, refer such individual to an alternative provider. OADAP will monitor program compliance with this section and ensure that such referrals are made in accordance with the following requirements:

(i) The religious organization that is an OADAP funded treatment program participant shall, within a reasonable time after the date of such objection, refer the beneficiary to an alternative provider;

(ii) In making such referral, the religious organization shall consider any list that OADAP makes available to entities in the geographic area that provide program services;

(iii) All referrals are to be made in a manner consistent with all applicable confidentiality laws, including, but not limited to, 42 CFR part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and the Health Insurance and Portability and Accountability Act (HIPAA), 45 C.F.R Parts 160 and 164).;

(iv) Upon referring a program beneficiary to an alternative provider, the religious organization shall notify OADAP of such referral; and

(v) The religious organization shall ensure that the program beneficiary makes contact with the alternative provider to which he or she is referred.

2. Safe and Drug-Free Schools and Communities Act of 1994 (SDFSCA):

A. Not more than 3% may be spent from the general program portion for the administration of the SDFSCA program.

B. All recipients of these funds must also follow the guidelines for administration as described in the Education Department General Administration Regulations (EDGAR) and National Regulatory Guidelines (NRG).

3. United States Department of Education "Principles of Effectiveness"

To ensure that Safe and Drug-Free Schools and Communities dollars are used in ways that are most likely to reduce drug use and violence among youth, all grantees shall coordinate their programs with other available prevention efforts, thereby maximizing the impact of all the drug and violence prevention programs and resources available to the state, school district, or community, and shall:

IN GENERAL – For a program or activity developed pursuant to this subpart to meet the principles of effectiveness, such program or activity shall:

- A. be based on an assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools and secondary schools and communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program) that is based on ongoing local assessment or evaluation activities;
- B. be based on an established set of performance measures aimed at ensuring that the elementary schools and secondary schools and communities to be served by the program have a safe, orderly and drug-free learning environment;
- C. be based on scientifically based research that provides evidence that the program to be used will reduce violence and illegal drug use;
- D. be based on an analysis of the data reasonably available at the time, of the prevalence of risk factors including high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables in schools and communities in the State identified through scientifically based research; and
- E. include meaningful and ongoing consultation with an input from parents in the development of the application and administration of the program or activity.

#### PERIODIC EVALUATION

- A. REQUIREMENT – The program or activity shall undergo a periodic evaluation to assess its progress toward reducing violence and illegal drug use in schools to be served based on performance measures.
  - B. USE OF RESULTS – The results shall be used to refine, improve, and strengthen the program and to refine the performance measures, and shall also be made available to the public upon request, with public notice of such availability provided.
- 4. Other Federal Funds: OADAP will administer other federal funds according to the laws and guidelines of the federal funding source.
  - 5. OADAP will comply with the mandates of the Cash Management Improvement Act of 1990 as amended.
  - 6. All sub-grantees shall adhere to the cost principles set forth in the United States Office of Management and Budget (OMB) Circular A-122, as applicable, in the use of OADAP funds.

## **1.00 PURPOSE OF RULES OF PRACTICE AND PROCEDURE**

- 1.01 Scope
- 1.02 Where to obtain information and assistance
- 1.03 Availability of Funds
- 1.04 Manual content and organization

### **1.00 PURPOSE OF RULES OF PRACTICE AND PROCEDURE**

This manual provides information on the conduct of programs and activities related to the education, treatment and prevention of alcohol and other drug abuse in the State of Arkansas, and which have funds provided by the Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention (OADAP). It provides guidance to prospective applicants about the steps in making application for such funds, and guidance to contractors/grantees, hereinafter referred to as "Providers," on their responsibility for accounting for such funds, reporting on progress, and observing applicable laws and regulations.

#### **1.01 SCOPE**

The provisions of this manual are applicable to all OADAP operations, including contract and grant applications administered by OADAP.

#### **1.02 WHERE TO OBTAIN INFORMATION AND ASSISTANCE**

Persons needing help in using this manual should contact OADAP. A new applicant should contact the Director, Program Compliance and Outcome Monitoring for information regarding treatment services, and the Director, Prevention Services for information regarding prevention programs/activities, or that person's designee.

#### **1.03 AVAILABILITY OF FUNDS**

Although it is the intent of OADAP to address as many of the appropriate approaches to education, prevention and treatment as may be brought to it, applicants and providers should be aware that there is no certainty that funds will be available for every program and every proposed project however worthwhile. Projects selected for funding may be limited geographically and numerically so that the awards will have a measurable impact on the State. Furthermore, it is also possible that funds may not be available for the continuation of every contract/grant, even if approved for the first year.

#### 1.04 MANUAL CONTENT AND ORGANIZATION

The following sections of this manual will cover:

Contract/Grant specifications and the Application Process, Financial Provisions, General Requirements, Specific Requirements and Definitions.



## 2.00 **CONTRACT/GRANT SPECIFICATIONS AND THE APPLICATION PROCESS**

- 2.01 Projects Considered Eligible for Funding By OADAP
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  - 2.082 Clear Purpose
  - 2.083 Specific, Measurable Goals
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- 2.09 Continuation Support Policy
- 2.10 Award Period
- 2.11 Grant Approval Process

## 2.00 CONTRACT/GRANT SPECIFICATIONS AND THE APPLICATION PROCESS

2.01 PROJECTS CONSIDERED ELIGIBLE FOR FUNDING BY OADAP: Federal and State laws and regulations designate certain categories that OADAP may address. An appropriate Request for Proposal (RFP) or Request for Application (RFA) will be developed for each category. The RFP, or RFA, or CAP will include requirements and instructions for the applicant. The categories are as follows:

2.011 Treatment. Any program that delivers alcohol and/or other drug abuse treatment services to a defined client population.

The intent of the program of treatment services is to insure the restoration of a client to the fullest physical, mental, social, vocational, and economic usefulness of which he or she is capable. Rehabilitation may include, but is not limited to, residential and outpatient counseling, medical treatment, psychological therapy, occupational training, job counseling, social and domestic rehabilitation and education.

2.012 Primary Prevention. Primary prevention programs are those directed at individuals and families who have not been determined to require treatment for substance abuse. Such programs are aimed at educating and guiding individuals to prevent and/or reduce violent behavior or substance abuse and providing activities to reduce the risk of violent behavior or substance abuse. Primary prevention includes a broad array of prevention activities and services including strategies to discourage the use of illicit substances and/or violence, alcoholic beverages and tobacco products by minors. These activities and services must be provided in a variety of settings for both the general population, as well as targeted subgroups who are at high risk for violence or substance abuse. A variety of strategies, as appropriate for each target group, shall be used. These include, but are not limited to the following: (1) Information Dissemination; (2) Education; (3) Alternative Activities; (4) Problem Identification and Referral; (5) Community Based Processes; and (6) Environmental Changes. See Definitions, Section 7.15.

2.013 Drug and Alcohol Safety Education Program (DASEP). A program for persons who plead guilty, nolo contendere or found guilty of Driving While Intoxicated (DWI), Minor In Possession (MIP), Possession of fraudulent or altered personal identification under certain circumstances, Underage Refusal to Submit or Driving Under the Influence (DUI). The DASEP program provides an investigation, screening/assessment, referral to treatment, or at least twelve (12) contact hours of education for level I. This includes classes for English speaking individuals and for all other languages as well. Level II classes will be at least fifteen (15) hours in length. Marathon (all day) classes are prohibited. Because the standardized DASEP curriculum is participatory in nature and requires assignments that are to be done away from class (homework), it is advised that classes not exceed 4 hours per session. Under no circumstances will classes exceed six (6) hours per session. The preliminary investigation will consist of a Pre-sentence Screening Report which will include the offender's driving record, an alcohol problem assessment, a victim impact statement (if applicable), and the blood-alcohol content (BAC) at the time of arrest. Based upon the investigation and assessment, the DASEP will make a

recommendation to the court for the offender to complete a DASEP school or an alcohol/drug treatment program approved by the Arkansas Department of Human Services, Division of Behavioral Health Services, Office of Alcohol and Drug Abuse Prevention. Completion of one of these programs is required to have the offender's driver's license reinstated. All DASEP schools/programs must be approved under the administration and authority of OADAP, as provided under Ark. Code Ann. 5-65-104 (b) (1) (A).

2.014 Data, Research and Analysis. Approaches to and mechanisms for the collection of data on alcohol and other drug abuse in the state or local area; also the development of systems to evaluate the data for use in planning processes for Arkansas alcohol and other drug treatment and prevention services.

2.015 Training. Includes knowledge transfer and skills development targeted to workers in alcohol or other drug abuse treatment, alcohol or other drug prevention or problem identification and referral programs, and other targets including professionals and paraprofessionals in local communities, including physicians, teachers, law enforcement, etc.

## 2.02 ELIGIBLE APPLICANTS

2.021 Non-profit corporations

2.022 Local Education Agencies

2.023 Local units of government

2.024 Public and private non-profit service agencies

2.025 All applicants for funding, other than state and local governmental agencies, must provide IRS Certification of their 501(c)3 status as an eligible entity.

Applications must be made by an official authorized to sign for the eligible applicant.

## 2.03 ACCESSIBILITY OF FACILITIES

Facilities, programs, and services supported in part or in whole with funds provided by OADAP will be so located and operated as to be readily accessible, available, and responsive to the needs of the population to be served without discrimination because of sex, race, disability, age, religion, color, national origin, or duration of residence. Treatment providers must have Policies and Procedures that address grievances that are a result of non-compliance with the Americans With Disabilities Law of 1990, as specified in the OADAP Licensure Manual. Services for alcohol and other drug abuse prevention and treatment will be actively publicized so as to be generally known to the population to be served.

## 2.04 EQUAL OPPORTUNITY

As recited under Ark. Code Ann. 15-4-312, it is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. Accordingly, OADAP is committed to support, to the fullest, all possible participation of firms owned and controlled by minority persons, as defined under Ark. Code Ann. 15-4-313 (5), in the purchase of goods and services from the State of Arkansas.

All programs must furnish assurance of compliance with applicable civil rights laws and regulations.

2.05 LICENSURE

All persons, partnerships, associations or corporations establishing, conducting, managing, or operating and holding themselves out to the public as an alcohol, drug, or alcohol and drug abuse treatment program must be licensed by the Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention as provided by Arkansas Code §20-64-901 through §20-64-906.

2.06 PROHIBITIONS ON FUND USE

Applications will not be considered for programs using any procedures which seek to provide treatment by modifying behavior by means of psychosurgery, aversion therapy, or chemotherapy (except as a part of routine clinical care). This does not apply to those programs of behavior modification which involve environmental changes or social interaction where no medical procedures are used.

2.061 Prohibitions on Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds. The State shall not use SAPT Block Grant funding to carry out any projects which include (1) the exchange of sterilized needles for hypodermic injection of any illegal drug, or (2) distribution of bleach.

SAPT Block Grant funds may not be used to (1) provide inpatient services; (2) make cash payments to intended recipients of health services; (3) purchase or improve land, construct or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment; (4) satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or (5) provide financial assistance to any entity other than a public or non-profit private entity, except for subcontractors who may be private for-profit organizations

2.07 APPLICATION SUBMISSION AND PROCEDURES

2.071 OADAP Guidelines. The application must comply with state and federal guidelines and must be consistent with established priorities of OADAP for the prevention and reduction of alcohol and other drug abuse.

2.072 Compliance with State and Federal Law/Certifications.

The applicant must comply with state and federal laws, regulations and policies governing the operations of purchase of service programs operated by the Arkansas Department of Human Services, and, upon request, execute certain -certifications appertaining thereto These include:-

A. Certification Regarding Lobbying. OADAP and its funded contract/grant providers shall complete the Certification Regarding Lobbying statement for contracts of \$100,000 or more. This certification assures that no federal funds have been paid or will be paid for the purposes of lobbying in connection with the awarding of any Federal contract, grant, loan, cooperative agreement, and

the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. Confidentiality Requirements. The treatment services applicant must certify familiarity and agreement to comply with the confidentiality requirements of 42 CFR, Part 2, which prohibit the unlawful disclosure of client records or any other client identifying information by alcohol or other drug abuse treatment programs which are partially or totally funded by Federal funds, and/or licensed by OADAP, as well as the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 160 AND 164, Subparts A and E, also known as the "Privacy Rule".

C. Contract and Grant Disclosure and Certification Form. The applicant must complete the Contract and Grant Disclosure and Certification Form in compliance with the requirements of Executive Order 98-04 and Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicap in federally funded programs.

D. The Fair Labor Standards Act of 1938, as amended (FLSA), which sets a floor for a minimum rate of compensation to employees, along with provisions for overtime compensation for hours worked exceeding a 40 hour work week.

E. Certification Regarding Debarment and Suspension. The applicant must complete the requirements for the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transactions. Under Executive Order 12549 entities receiving federal funding are prohibited from doing business with persons suspended or barred from doing business with any agency of the Executive Branch of the Federal Government.

F. The Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in all federally funded programs.

G. Americans With Disabilities Act of 1990, which prohibits discrimination on the basis of disability and provides equal opportunities in employment, state and local government entities, public accommodations, transportation, and telecommunications for persons with disabilities.

H. Drug-Free Workplace Act of 1988, which requires contractors and grantees of federal agencies to certify that they will provide drug-free workplaces.

2.073 OADAP Access to Records. The applicant must allow access to all records related to the grant or contract or licensure at OADAP's request. OADAP assures compliance with all state and federal requirements regarding confidentiality.

2.074 Financial Disclosure. The applicant must provide financial disclosure for the total agency, if part of a larger organization, if so requested by OADAP.

- 2.075 Processing. Deadlines for submission of the final application must be observed to receive consideration for review.

The applicant is required to submit sufficient copies of the RFP, RFA, or Continuation Application Package (CAP), as designated in the Specifications Sheet of the RFP, RFA, or as noted in the CAP.

2.08 PREREQUISITES FOR FUNDING OF THE APPLICATION

A proposed program cannot be considered for funding without the following prerequisites. Applicants should review the Request for Proposal, Request for Application or Continuation Application Package for the prerequisites specific to the program for which they are making application. Compliance with the following does not, however, guarantee funding.

- 2.081 Administrative and Fiscal Structure. The applicant must be responsible to an administrative and fiscal structure, capable of administering an alcohol or other drug treatment, education or prevention program or a youth violence prevention program. Consideration of ability to administer a program shall include any past experience that OADAP has had with either the recipient institution or the project director. Past failure to meet minimum standards of a grant/contract by a recipient institution or project director may be the basis for denial of support.

- 2.082 Clear Purpose. The purpose, objectives and scope of the project shall be clear.

- 2.083. Specific, Measurable Objectives. The applicant must establish specific, attainable, measurable outcome objectives that logically support goal attainment. These must be capable of being evaluated by OADAP. Programs will be required to participate in OADAP Evaluation System, including client, program and financial management review, and site visits by OADAP staff or outside evaluators retained by OADAP to evaluate its various programs/grantees.

- 2.084 Referral Arrangement. The applicant for treatment services must have written referral agreements with local or state agencies which may provide supportive services to the clients served in the proposed program or which may refer potential clients to the proposed program. These arrangements refer to formal written referral agreements signed by both parties and not to support letters.

- 2.085 Community Commitment. There must be validated evidence for the need for such a program with adequate community commitment to insure continuation after termination of the contract/grant funding. Such commitment must consist of defined offers of support and assistance, and must be clearly documented giving details of the plan for continuation. These should include but are not limited to: volunteers, funding and equipment donations from community groups (e.g., churches, civic organizations), participation by local units of government, participation by private industry or business. OADAP must be assured that services do not duplicate existing effective and efficient programs.

2.086 Coordination with Regional Prevention Resource Center. In addition, applicants for community prevention services should have a letter from Regional Prevention Resource Coordinator (RPRC) acknowledging awareness of the proposed services. Applicants for school-based efforts need the letter from the RPRC, and also need to provide a letter from the school district drug coordinator documenting that proposed services are appropriate to the district's Safe and Drug Free Schools and Communities (SDFSC) plan.

2.09 CONTINUATION SUPPORT POLICY

Funding of a project does not imply approval for subsequent years.

2.10 AWARD PERIOD

Grant awards are usually made for a twelve-month period, normally coinciding with the state or federal fiscal year. Contracts or grants may be made for shorter periods after the start of the fiscal year.

3.00 **CONTRACT AND GRANT FINANCIAL PROVISIONS**

3.01 Policies Affecting Funding

3.02 General Considerations

3.03 Income Eligibility

3.031 OADAP Income Eligibility

3.032 Social Services Block Grant Income Eligibility

3.04 Rate Characteristics

3.05 Reimbursable Treatment Services

3.06 Treatment Service Capacity

3.07 Provision of Services to Indigent Clients

3.08 Audit

3.81 Independent Audit

3.83 Audit/Review Performed by OADAP

3.82 Audit Settlement

3.09 Use of Funds - Specific Requirements

3.91 Restrictions

3.92 Transfer of Funds

3.93 Replacement of Other Funds

3.94 Deviation from Budget

3.95 Retention of Financial Records

3.96 Third Party Reimbursement - Treatment

3.97 Third Party Reimbursement - Prevention

3.98 Deobligation of funds

3.99 Program Implementation Requirements

3.10 Allowable Costs

3.101 Salaries and Fringe Benefits

3.102 Maintenance and Operation

3.102.01 Accounting and Auditing

3.102.02 Advertising and Publicity

3.102.03 Bonding and Insurance

- 3.102.04 Building Space and Related Facilities
- 3.102.05 Communications
- 3.102.06 Depreciation and Use Allowance
- 3.102.07 Equipment Expenditures
- 3.102.08 Equipment Rental
- 3.102.09 Field Trips
- 3.102.10 Food Service Supplies
- 3.102.11 Freight
- 3.102.12 Indirect Costs
- 3.102.13 Inspections
- 3.102.14 Insurance
- 3.102.15 Lease Costs
- 3.102.16 Maintenance and Repair
- 3.102.17 Materials and Supplies
- 3.102.18 Meetings and Conferences
- 3.102.19 Memberships
- 3.102.20 Postage
- 3.102.21 Printing and Reproduction
- 3.102.22 Public Information Costs
- 3.102.23 Rental Costs
- 3.102.24 Subcontracted Services
- 3.102.25 Subscriptions or Reference Materials
- 3.102.26 Taxes
- 3.102.27 Training, Meetings and Conferences
- 3.102.28 Travel
- 3.102.29 Utilities
- 3.11 Unallowable Costs
- 3.12 Unduplicated Salaries
- 3.13 Cash Depositories
- 3.14 Program Income
- 3.15 Reimbursement
  - 3.151 Billing
  - 3.152 Billing for Services
  - 3.153 Advance Payment
  - 3.154 Billing Due Dates - Reimbursement Requests
- 3.16 Notification of Change
- 3.17 Termination of Contract/Grant



### 3.00 CONTRACT AND GRANT FINANCIAL PROVISIONS

#### 3.01 POLICIES AFFECTING FUNDING

3.011 OADAP shall make funds available for the delivery of services through funding mechanisms known as contracts, grants and interagency agreements.

3.012 OADAP shall not award an application that is not consistent with its funding plan and allocations approved by the Arkansas Alcohol and Drug Abuse Coordinating Council.

3.013 Allocated funding for programs that do not demonstrate the ability to utilize at least 90% of the programs' funds may be reallocated to other programs based on need and utilization of funds. Evaluation of utilization shall be done quarterly throughout the budget year and, when applicable, project period.

#### 3.02 GENERAL CONSIDERATIONS

All sub grantees shall adhere to the cost principles set forth in the U.S. Office of Management and Budget (OMB) Circular A-122 or its successors. All providers shall adhere to generally accepted accounting principles and/or applicable industry accounting principles established by the American Institute of Certified Public Accountants and the Comptroller General of the United States of America.

#### 3.03 INCOME ELIGIBILITY

3.031 OADAP Income Eligibility. OADAP makes every effort to provide quality services to clients while keeping costs as low as possible. For example, third party benefits are applied to offset costs first. These benefits can come from private or public health insurance policies. If these payments are insufficient, a client or his family is asked to contribute a portion of the costs based on the family's ability to pay for care given to a client.

Providers may collect payment for services over and beyond OADAP contracted rate schedule using the following tables. OADAP has developed an Income Scale based on the 2006 Food Stamp Certification Basis of Issuance eligibility rate of \$6.13 per hour or \$12,744 annually. A client whose income exceeds 80% of the OADAP Income Scale shall not be eligible for OADAP funding.

**Table 1 –ALCOHOL AND DRUG ABUSE PREVENTION INCOME SCALE**

<u>Family Size</u>	<u>Annual Income</u>	<u>Monthly Income</u>
1	\$12,744	\$1,062
2	17,160	1,430
3	21,588	1,799
4	26,004	2,167
5	30,420	2,535
6	34,848	2,904
7	39,264	3,272
8	43,680	3,640
9	48,108	4,009
10	52,536	4,378

**Table 2 — EXAMPLE  
Family Of One (1)**

<u>Family of One</u>	<u>Maximum fee that may be charged to the client</u>
Less than or equal to \$12,744	\$0 – OADAP pays for all treatment services
Income up to \$15,293 (+20% of \$12,744)	Treatment cost paid by OADAP plus 20% of cost in Table 3
Income up to \$17,842 (+40% of \$12,744)	Treatment cost paid by OADAP plus 40% of cost in Table 3
Income up to \$22,939 (+80% of \$12,744)	Treatment cost paid by OADAP plus 80% of cost in Table 3

OADAP will not pay for treatment services for a client whose income exceeds 80% of the OADAP Income Scale. A client whose income exceeds 80% of the OADAP Income Scale may be charged the full amount for treatment services.

**Table 3 -FEE COLLECTION SCHEDULE**

<u>Type of Service</u>	<u>Maximum per episode Cap</u>
Intake and Assessment	\$200 per episode
Residential	\$1,860 per 30 days
Partial day	\$1,560 per 30 days

Out Patient	\$480 per 30 days
SWS	\$3,000 per 30 days
RADD Observation	\$250 per episode

To determine the maximum allowable per treatment episode fee for service that a provider may charge a client in addition to OADAP payment, the provider shall perform an in-depth financial assessment to the client prior to admitting the client, except in an emergency admission, i.e. RADD, and Act 1268. Prior to admission, the provider shall furnish to the client a written estimated statement of charges that the client may incur if admitted to treatment.

A financial assessment shall be completed which will take into consideration income earned over the last twelve months. A client's Social Security number, proof of dependents (copy of Income Tax Form), and proof of residency should be obtained. Sources of income to consider are public assistance, Veterans Administration income, wages, Social Security retirement, pension, annuities, Supplemental Security Income, spousal income, child support, alimony, unemployment insurance, workers compensation, rental income, etc. A client shall provide documentation of proof of income (i.e., Income Tax Return, W-2's, check stubs, bank statements, etc.) A client must prove income or lack of income. A client's insurance coverage shall be documented, shall include the name of the company, address, policy or group number and type of coverage.

#### 3.032 Social Services Block Grant (SSBG) Income Eligibility.

Clients being billed for alcohol and drug treatment utilizing Social Services Block Grant (SSBG) funds must use the SSBG Services eligibility criteria for determining eligibility. Vendors must use SSBG forms when submitting billing. A copy of the Social Services Block Grant Program Manual and Social Services Block Grant Service Income Scale can be obtained through the internet by accessing <http://www.arkansas.gov/dhhs/webmanuals/ssbg/ssbg.toc.htm>

### 3.04 RATE CHARACTERISTICS

All rates must be reasonable to ensure the efficient and economic provision of quality services. The Department of Human Services is not liable for payment in excess of the maximum contract/grant liability or for payment in excess of OADAP rates where applicable. OADAP does not enter into open-ended agreements with no limitations on the total liability to the State or Federal Government.

Payment to providers is final payments regardless of the actual cost to the provider, and is not subject to adjustments other than recoupment.

### 3.05 Reimbursable Treatment Services - See Section 7.00 for definitions of these services.

- Intake and Assessment for Substance Abuse
- Medical Detoxification
- Observation Detoxification
  - Outpatient Service - Family
  - Outpatient Service - Group
  - Outpatient Service - Individual

Partial Day Treatment  
Residential  
Residential Services for Adolescents - Comprehensive  
Specialized Women's Services (SWS)

3.06 TREATMENT SERVICE CAPACITY

Treatment programs shall provide treatment services, if OADAP funding is available, within fourteen (14) days of receipt of request for admission by a person with intravenous drug abuse (IDU). Treatment programs shall provide treatment services within forty-eight (48) hours for pregnant women who request admission.

For IDUs who cannot be placed in comprehensive treatment within 14 days from the date of the request for admission, or pregnant women within 48 hours from the date of request, "interim services" will be provided within 48 hours of the request, until the time of admission to treatment. See Definitions Section, 7.07 for "Interim Services."

Treatment programs must notify OADAP when they reach 90% of their capacity to admit individuals to their program. Therefore, each program must develop and implement a "waiting list system." This waiting list system will include a unique patient identifier for each pregnant woman or IDU seeking treatment. The list shall include those receiving interim services while awaiting admission to such treatment. The program shall develop a mechanism for maintaining contact with the individual awaiting admission, and to ensure that individuals on waiting lists are transferred at the earliest possible time to a program providing treatment. The program must document if individuals cannot be contacted or refuse treatment, and are therefore, removed from the waiting list. The waiting list system must document what interim services were offered and when they were delivered. Furthermore, information from this waiting list system must be submitted to OADAP in a manner and within a timeframe designated by OADAP.

3.07 PROVISION OF SERVICES TO INDIGENT CLIENTS

No client may be refused treatment services due solely to an inability to pay so long as the provider has available OADAP funds. When a provider has exhausted the reimbursable amount of their contract, clients may be refused due to inability to pay. OADAP is considered a payor of last resort for client treatment services.

3.08 AUDIT

3.81 Independent Audit: An annual audit for the fiscal period of the provider contract/grant shall be conducted by a Certified Public Accountant and shall be prepared to the generally accepted governmental audit standards as determined by the American Institute of Certified Public Accountants, the Comptroller General of the United States, United States General Accounting Office (GAO), and the United States Office of Management and Budget (OMB).

All sub recipients, regardless of organizational structure, receiving \$500,000 or more in aggregate federal assistance for the contract/grant period will be audited in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133. Circular A-133 is available on the internet by accessing the following site:

[www.whitehouse.gov/omb/circular/a133/a133.html](http://www.whitehouse.gov/omb/circular/a133/a133.html)

The independent audits will be reviewed for compliance with program requirements. If the audit reveals that the program is not in compliance, OADAP will determine the steps necessary for the corrective action, notify the provider accordingly, and advise the provider of available administrative appeal procedures.

- 3.82 Audit/Review Performed By OADAP: There must be maintained within the state agency administering the program the authority and responsibility for overall supervision, control and oversight of program activities. Therefore, in the best interest of the providers and the State, circumstances may indicate a need for various other types of audit activities. Such audits may encompass a variety of procedures including, but not limited to, service to billing reviews, limited financial management audits, management reviews and special investigations. The cost principles for non-profit organizations are governed by Circular A-122, as issued and revised by the federal Office of Management and Budget. Circular A-122 may be located on the internet by accessing the following site:  
[http://www.whitehouse.gov/omb/circulars/a122/a122\\_2004.html](http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html)

OADAP audits include, but are not limited to, the review and examination of documents, records, reports, systems, internal controls and accounting and financial procedures pertaining to the grant/sub grant, for one or more of the following purposes:

1. To ascertain whether the statements contained within an independent audit present fairly the financial position and results of financial operations in accordance with Generally Accepted Accounting Principles;
2. To determine the mathematical accuracy of the financial transactions;
3. To ascertain whether all financial transactions have been properly recorded;
4. To confirm that eligible clients received reimbursable services in accordance with the agreement;
5. To investigate reported irregularities of the program involving the provider, its staff, or Board of Directors; and
6. To determine compatibility with Federal and State laws, regulations and guidelines.

- 3.83 Audit Settlement: If the independent audit or OADAP review/audit results in a repayment due to OADAP, the provider will choose, upon the approval of OADAP Director either of the following recoupment methods;

1. Payment in full to DHS/OADAP within 90 days.
2. Negotiated recoupment schedule with installments deducted from payments made by OADAP to the provider.

3.09            USE OF FUNDS - SPECIFIC REQUIREMENTS

- 3.91    Restrictions. Contract/grant funds may be used specifically and only for costs attributable to the execution of the particular alcohol or other drug abuse related program as approved by OADAP and as detailed in the individual contract/grant. Also, services paid with OADAP funding may only be provided in a catchment area as determined by OADAP, where applicable. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in resources occurred for reasons other than the receipt or expected receipt of Federal or state funds.
- 3.92    Transfer of Funds. Contract/grant funds may not be transferred, consigned, assigned, or used to subcontract for services without the prior written consent of OADAP Director.
- 3.93    Replacement of Other Funds. No funds allocated from contract/grant funds will be used to supplant or otherwise replace funds which may be available from other federal, state, or local sources for the purchase of services, supplies, equipment, etc.
- 3.94    Deviation from Budget. For contracts awarded as budget based, contract/grant funds cannot be spent in any category other than that specified in the contract/grant. OADAP recognizes, however, that situations may arise which will cause some deviation from the approved budget of a program. If such a situation arises, the provider must submit a written request to OADAP asking approval to transfer monies from one budget category to another and showing the revision by line item amounts. This request must also include a clear programmatic explanation for why the identified line item cost(s) is no longer needed as originally budgeted and why it is now necessary to move these monies to another line item(s).
- Approval must be received before liabilities are incurred. OADAP budget revision forms must be used to show the transfer of funds. Also, any changes in the approved equipment list included in the funding application must have a similar written request made before the change can be made. In no case are changes effective without the written approval of OADAP. Justification for the changes must accompany the budget revision.
- 3.95    Retention of Financial Records. Records of the provider, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records, to include electronic files, must be retained for a period of six (6) years following conclusion or termination of the term of the applicable grant or contract, with the following qualifications: (1) the records shall be retained beyond the six year period if audit findings have not been resolved, (2) if the provider ceases to operate, all records concerning the OADAP funded program shall be available to OADAP-
- 3.96    Third Party Reimbursement - Treatment. Treatment programs supported with funds from OADAP for the delivery of alcohol and other drug abuse services are expected

to develop, to the extent possible, independence from OADAP support. Therefore, these projects will be encouraged and assisted in the development and use of alternate funding sources to supplement or replace OADAP support where possible. These funding sources include third-party payers, other available federal, state, local and private funds, and beneficiaries who are able to pay.

Where third-party payers, including government agencies, are authorized or under legal obligation to pay all or a portion of charges for health care services, all such sources must be billed for covered services and every effort must be made to obtain payment. The provider must have an operative procedure for identifying all persons served who are eligible for third party reimbursement.

Where a significant percentage of the cost of care and services provided the project is to be reimbursed by a third party, there should be a written agreement with such third party.

3.97 Third Party Reimbursement - Prevention. OADAP encourages Prevention programs to access additional funding sources; however, full time equivalent prevention staff paid with OADAP contract funds shall not charge for those contracted services. If an honorarium is received, see Section 3.18, Program Income.

3.98 Deobligation of Funds. All contracts/grants shall automatically be deobligated 90 days following the end of the award period. Bills, not to exceed the amount of the obligated funds, submitted after the contract is deobligated may not be paid unless the Director approves of the delay, only upon a showing of good cause, and if allowed by federal funding regulations.

3.99 Program Implementation Requirements. Contracts/grants must be implemented within the time authorized by OADAP (90 days from date of award or approved project start date). Contracts/grants not implemented within this time frame will be deobligated unless the approved applicant can justify to both OADAP Director and to OADAP Alcohol and Drug Abuse Coordinating Council why this action should not occur. Deobligated funds will revert to OADAP.

### 3.10 ALLOWABLE COSTS

The following is a general guideline. For guidance with regard to selected items of cost, reference OMB Circular No. A-122. Federal and State regulations specific to the program being funded may differ. See the RFP/RFA or CAP for exceptions. In all cases cost must be reasonable and necessary.

3.10.1 Salaries and Fringe Benefits: The costs of salaries are allowable to the extent that compensation of each employee is (1) reasonable and necessary, (2) comparable to that paid for similar work in the labor market and (3) supported by time-records. NOTE: Budgeted positions that are vacant should be filled within sixty (60) days of the effective date of the contract, or the related funds will be removed from the budget.

FICA, life and health insurance, unemployment coverage, worker's compensation, retirement and pension plans are allowable if reasonable and made available to all employees in the program.

The cost of housing and/or food is allowable only if it is part of an employee's compensation because of required attendance at the facility.

Fringe benefits for volunteers are not allowable; however, they may be reimbursed for expenses directly related to the program.

### 3.10.2 Maintenance and Operation

- 3.10.2.01     Accounting and Auditing: The expense of establishing and maintaining accounting and other information systems required in the performance of the contract is an allowable expense. The cost of the required annual independent audit is also allowable.
- 3.10.2.02     Advertising and Publicity: Contract/grant funds to be spent for advertising or publicity must be clearly identified in the program contract/grant line item budget and the advertising or publicity materials must have prior written approval of OADAP before implementation. All publicity and advertising materials, releases, etc. must identify the program as an affiliate of the Alcohol and Drug Abuse Prevention. In addition, programs funded with Federal funds must identify the source of the funds. Treatment programs shall conduct an active publicity campaign for alcohol and other drug abuse treatment utilizing all available public service announcements in the local news media.
- 3.10.2.03     Bonding and Insurance: The costs of bonding and insurance are allowable if in accordance with sound business practice and the rates are competitive.
- 3.10.2.04     Building Space and Related Facilities: Costs associated with lease or rental of building space and related facilities used for the benefit of the program are allowable. Funds may not be utilized for the purchase, construction or permanent improvement (other than minor remodeling) of any building. See 3.15, item 4, Capital Payments.
- 3.10.2.05     Communications: Allowable costs include (1) Telephone costs for local and long-distance calls, service charges, installation costs, and similar expenses. (2) Postage used in the office for communication related to the program.
- 3.10.2.06     Depreciation and Use Allowance: A depreciation schedule must be provided and supported by adequate records and inventory.
- 3.10.2.07     Equipment Expenditures: Expenditures for equipment costing less than \$2500 or with a useful life of less than one year are allowable. If the total costs of all components of a system (such as for computers or



stereos) are \$2500 or more, it must be considered a capital expense (see 3.15).

Capital equipment is personal tangible property with a total acquisition price of \$2500.00 or more and useful life of at least one year. Only equipment listed in the contract/grant approved budget may be purchased. This must be done at a cost equal to or less than the price listed in the original contract/grant. Unexpended funds at the end of a contract/grant period may not be used to purchase or lease items of capital expense such as office furniture and equipment to include typewriters, calculators, copy equipment, postage meters, VCR, TV's, camcorders, stereo equipment, computers, cell phones, or films, without special approval from the Director, Division of Financial and Data Management. All requests for reimbursement for capital expenditures must be accompanied by an OADAP inventory form. All equipment purchased with federal and state funds within the contract/grant period must be inventoried and returned to OADAP within 30 days after the contract/grant ends unless special permission has been granted to retain the equipment.

OADAP shall discourage the funding of programs whose major purpose is the purchase of equipment (i.e., films, audio-visual, recreational equipment, etc.). Approval shall be given only if the program is able to adequately justify that the application is for a total program that shall be assisted through the purchase of equipment. OADAP shall not furnish equipment that will be used to supplement programs funded for purposes other than alcohol and other drug primary prevention, education, treatment, intervention or youth violence prevention.

A. OADAP Retention of Ownership. In accordance with state and federal law, title to all property and/or capital equipment purchased by any program with contract or grant funds is vested in Department of Human Services, Alcohol and Drug Abuse Prevention, unless the Department or OADAP and/or the applicable Federal grantor agency specifically agrees in writing to a title transfer or other disposition-

No Department property may be sold, transferred, or Used in another program without the consent of the Department or OADAP. All Department/OADAP property will be clearly marked, inventoried and properly maintained. All compensation for loss or damage to Department property will be paid to the Department unless the Department directs otherwise. It is the responsibility of the provider to maintain adequate insurance on all property

B. Inventory Requirements. Under a line item cost reimbursement contract/grant, all equipment

purchased with contract/grant funds remain the property of OADAP and must be kept on both the provider's inventory list and the OADAP inventory list. Each item shall be affixed with an identification tag provided by OADAP. The program should provide OADAP with an inventory list of all equipment costing over \$500.00 purchased with contract/grant funds. The list should include a description of the item and its serial number. This equipment is the property of OADAP and all equipment shall be returned to OADAP within 48 hours of the program's closing,

- 3.10.2.08 Equipment Rental: The cost of rental equipment is allowable. Lease-purchase of equipment must be recovered through depreciation.
- 3.10.2.09 Field Trips: The cost of educational and recreational outings for clients, including the cost of admission, transportation (if not provided for under another line item), snacks, beverages, and food costs directly associated with field trips are allowable, if an integral part of the program.
- 3.10.2.10 Food Service Supplies: Costs of supplies (such as plates, silverware, etc.) directly associated with the provision of meals to clients is allowable.
- 3.10.2.11 Freight: Costs incurred for freight, postage, and other transportation costs directly relating to goods purchased, delivered or moved from one location to another are allowable.
- 3.10.2.12 Indirect Costs: Indirect costs shall be allowable only when special approval is given, in writing, from the OADAP Director. Generally this shall not exceed 10% of the direct cost. Indirect costs are costs incurred by an organization that are not readily identifiable with a particular project or program but are necessary to the operation of the organization and the performance of its program.  
  
A copy of the federally approved indirect cost rate, or a cost allocation showing the items and expense included, and the method used to equitably distribute the cost must be maintained by the provider. Submission of a copy to OADAP is required before indirect costs are allowed for a particular OADAP grant or contract.
- 3.10.2.13 Inspections: The cost of required inspections such as health and fire inspections is allowable if such inspections are not available without charge.
- 3.10.2.14 Insurance: Prevention and treatment programs funded by OADAP shall be required to have liability insurance and a fidelity bond approved by OADAP that provides for the protection of the physical and financial

resources of the program, coverage of the building and equipment and coverage of its clients, staff and general public. If the program is part of a governmental agency, in lieu of liability insurance and a fidelity bond, the program must have other appropriate means of protection such as statewide or federal insurance coverage for the items specified above. See also Bonding and Insurance.

- 3.10.2.15 Lease Costs: See Rental Costs
- 3.10.2.16 Maintenance and Repair: Costs incurred for necessary maintenance, repair or upkeep of property, including motor vehicles. (For major renovations or capital improvements, see section 3.15)
- 3.10.2.17 Materials and Supplies: The cost of materials and supplies necessary to carry out the objectives of the program is allowable. This line item should be broken into the following categories: Office Supplies (paper, folders, pencils, etc.), Janitorial Supplies (brooms, mops, soap, etc.); Program Supplies (classroom materials, etc.). (See Section 5.021 regarding audio-visuals, books, tapes, etc.).
- 3.10.2.18 Meetings and Conferences: See Training, (Section 3.142.27).
- 3.10.2.19 Memberships: The cost of membership in trade, technical, and professional organizations is allowable if: (1) related to the cost of the program; (2) is for provider membership; (3) cost is reasonable; and (4) not for membership in an organization which devotes a substantial part of its activities to influencing legislation.
- 3.10.2.20. Postage: See Communications (Section 3.142.05).
- 3.10.2.21 Printing and Reproduction: Costs for printing and reproduction services necessary for the program, including but not limited to forms, reports and manuals are allowable.
- 3.10.2.22 Public Information Costs: Costs for pamphlets, news releases, and other forms of information services are allowable when the primary purpose of such activities is to inform the public about the availability of services. (Prior approval from OADAP is required. See Section 3.142.02 for additional information.)
- 3.10.2.23 Rental Costs: Rental costs are allowable to the extent they are reasonable and necessary and the provider does not gain a material equity in the property.
- 3.10.2.24 Subcontracted Services: May be allowable: (1) Based on services rendered in relation to the contract; (2) the necessity of contracting for the services; (3) the past pattern of such costs; (4) whether contracting is more economical than service performed by employee; (5) the qualifications of the individual or firm and fees charged; and

(6) written contractual agreement for services. (Also see Section 4.04.)

- 3.10.2.25 Subscriptions or Reference Materials: The cost of books and subscriptions to trade, business or professional periodicals is allowable when related to and subscribed for the program.
- 3.10.2.26 Taxes: In general, tax payments that the program is legally required to pay are allowable. (See Section 3.15 - 9).
- 3.10.2.27 Training, Meetings and Conferences: Cost of in-service training is allowable where the primary purpose is the dissemination of technical information of direct benefit to the program. Costs may include meals, transportation, lodging, registration fees, materials, etc. A copy of conference information such as agenda, registration fee, room rates, etc. are required for approval of these costs. The cost may not exceed allowable limits for State employees on State business.
- 3.10.2.28 Travel: Applies to line item cost reimbursement contracts/grants only. The cost may not exceed allowable limits for State employees on State business. Reimbursement for travel expenses will be made only if specified in the contract/grant. Reimbursement for meals, lodging, fees, etc., will not be allowed unless specified in the program contract/grant. Out-of-state travel must have prior written approval from OADAP to be eligible for reimbursement except for travel into Texarkana, Texas, Memphis, Tennessee or similar such immediate border areas.
- 3.10.2.29 Utilities: The cost of utilities is allowable.

### 3.11 UNALLOWABLE COSTS

The following costs are unallowable:

1. Bad Debts
2. Bidding and Proposal Costs
3. Capital Expenditures (unless specifically approved by the funding source)
4. Capital Payments (mortgage payments, investments, etc.)
5. Contingency Funds
6. Contributions and Donations
7. Deposits (for utilities, etc.)
8. Entertainment (This is not intended to apply to clients receiving socialization services with meals, congregate meal services, or field trips.)
9. Fines and Penalties
10. Interest and Other Financing Cost
11. Legal Services
12. Line Item Overages
13. Lobbying
14. Organization Costs (incorporation fees, fund raising costs, etc.)

15. Profits and Losses on Disposition of Capital Assets
16. Purchase or Improvement of Land or Buildings
17. Severance Pay
18. Costs incurred prior to contract/grant effective date.

### 3.12 UNDUPLICATED SALARIES

Any individual whose salary is directly paid through OADAP funds is not allowed to contract similar services for remuneration to another agency that is using OADAP funding to provide that service.

Any individual whose salary is directly paid through OADAP funds who contracts with others to perform services that are the same or similar to the employee's normal job duties outside the employee's contracted work hours shall be performing as a Private Consultant. The agency of that employee is responsible for ensuring that any time or use of equipment spent in preparation, solicitation and marketing of the private consultant services or distribution of materials used in the private consulting business are not financed either directly or indirectly with OADAP funds.

### 3.13 CASH DEPOSITORIES

OADAP does not impose contract or grant requirements which:

1. Require the provider to use a separate bank account for the deposit of grant funds or reimbursement funds.
2. Establish any eligibility requirement for banks or other financial institutions in which providers deposit funds.

### 3.14 PROGRAM INCOME

Program income means gross receipts from activities part or all of the cost of which is borne as a direct cost by a contract or grant. It includes but is not limited to such income in the form of fees for services performed during the award period, proceeds from sale of tangible or real property, usage or rental fees, interest, investments and patent or copyright royalties. If income meets this definition, it shall be considered program income regardless of the method used to calculate the amount paid to the provider - whether, for example, by a cost reimbursement method or fixed price arrangement.

Program income may be retained by the provider only if allowed by the federal funding source and specifically authorized in writing by OADAP. If retention of program income is approved it must be deducted from the funded amount or, if approved by OADAP, used for costs which are in addition to allowable costs of the program but support the objectives of the funded program.

### 3.15 REIMBURSEMENT

No payment can be made until a completed W-9 and a Vendor Maintenance Request Questionnaire is on file with the Arkansas Department of Human Services. The W-9 must reflect the legal name of the entity as shown on the Articles of Incorporation and 501(c) 3.

Any change in the name requires the completion and submission of a revised W-9 and a Vendor Maintenance Request Questionnaire. The address shown on the W-9 will be the address used for mailing the reimbursement. Changes in address for reimbursement must be sent in writing (no fax or e-mail) to the attention of the Director, Financial and Data Management.

3.15.1 Billing All reimbursements must be submitted on the appropriate forms provided by OADAP. These must be for the actual units of service delivered or expenses incurred, and if budget based, may not exceed the limits of the contract/grant nor OADAP ceiling rates for the fixed price contracts/grants.

3.15.2 Billing for Services All OADAP providers must bill for services utilizing the prescribed OADAP Invoice Form. All funded treatment providers must enter client information online utilizing the Alcohol and Drug Management Information System (ADMIS) or as otherwise directed by OADAP. All reimbursement requests for any treatment service must be reconciled with client information as reported for the particular report month.

When the amount requested for services cannot be reconciled with reported client information and correction or clarification cannot be made by telephone or e-mail, the payment request will be adjusted or returned immediately to the provider for correction and resubmission.

3.15.3 Billing Due Dates - Reimbursement Requests. All programs are required to submit their requests for reimbursement or expenditures monthly ~~to be postmarked~~ no later than the seventh of the month. Billing received late in the month may be held for payment until the start of the next month. All providers are requested to send a reimbursement request each month. If no service or reimbursement activities occurred a bill for \$0.00 should be submitted.

### 3.16 NOTIFICATION OF CHANGE

Contractors/grantees must notify OADAP in writing within one week when there is a change in the program status. This includes the vacancy of a key staff position or a change in the program address, telephone number, e-mail address or fax number. In some instances, replacement of key prevention staff may be subject to prior approval by OADAP.

### 3.17 TERMINATION OF CONTRACT/GRANT

Either party has the right to terminate a contract/grant on 30-day written notice to the other party. Immediate termination may also result by failure of the provider to meet contractual or grant obligations or licensure standards.

OADAP reserves the right to immediately terminate a contract/grant if the public health or safety is in peril.

#### 4.00 GENERAL REQUIREMENTS

- 4.01 Treatment Requirements
  - 4.011 Basic Requirements
  - 4.012 Client Records
  - 4.013 Retention of Client Records
  - 4.014 Confidentiality
  - 4.015 Client Input and Client Grievance Procedures
  - 4.016 Treatment Service Capacity
  - 4.017 Waiting List System
  - 4.018 Incident Reporting
- 4.02 Participation in Conference
- 4.03 Subcontracted Services
  - 4.03.1 Restriction of Services
  - 4.03.2 Other Agency Subcontractor
  - 4.03.3 Subcontract Requirements
- 4.04 Volunteers

## GENERAL REQUIREMENTS

### 4.01 TREATMENT REQUIREMENTS

- 4.01.1 Basic Requirements. All prospective contractors/ and grantees for funds for treatment programs must comply with all applicable state and federal laws, regulations and policy, including the OADAP Licensure Standards for Alcohol and/or Other Drug Abuse Treatment Programs. OADAP will not award funds to programs that fail to meet licensure/regulation laws or rules.
- 4.01.2 Client Records. Treatment facilities must establish a uniform client record system to document and monitor client care. These client records will conform to all applicable state and federal laws and regulations, including the OADAP Licensure Standards.
- 4.01.3 Retention of Client Records. The provider shall retain all records and other documents relating to services rendered and the individuals in receipt of the services for a minimum of six (6) years from the expiration of the agreement for the purpose of client follow-up, evaluation of the program and for completion of compliance and/or other reviews.
- 4.01.4 Confidentiality. Confidentiality of alcohol/drug abuse client records shall be assured by the provider and shall be in accordance with all pertinent state and federal regulations. Existing federal law (42 CFR, Part 2) provides for safeguarding files or any other client identifying information from access by any unauthorized individuals, and requires that records be maintained in a secure manner. All records, unless exempted by federal law, including clients not billed to OADAP, however, are subject to review by OADAP at any time for the purpose of monitoring proper execution of the contract/grant, and must be made available to OADAP upon request.
- 4.01.5 Client Input and Client Grievance Procedures. Each program will develop and implement a procedure whereby persons served by the program can provide input on the operation and services of the program. Each program shall also develop and implement a procedure whereby persons served by the program can communicate a grievance against that program and the means whereby the program will respond to the grievance. The program will also develop and implement a procedure that documents the mechanism whereby persons served by the program are informed of this procedure.
- 4.01.6 Treatment Service Capacity. Treatment programs shall provide for preference in admission utilizing the following hierarchy:
1. Pregnant women who are injecting drug users;
  2. Pregnant women;
  3. Injecting Drug Users;
  4. All other substance abusers.

If treatment admission is not immediately available for a pregnant woman, the treatment program must immediately offer "interim services". Interim services are defined under Section 7.07 herein. The purposes of interim services are designed and intended to reduce the adverse health effects of substance abuse, promote the



health of the individual, and reduce the risk of transmission of disease. For pregnant women, interim services specifically include counseling on the effects of alcohol and drug abuse on the fetus, as well as a referral for prenatal care, which is to be made within 48 hours of the request for services. Treatment programs unable to admit a pregnant woman requesting services shall immediately refer the individual to OADAP by notifying their assigned OADAP Program Consultant.

For pregnant women and injecting drug users the treatment programs shall carry out activities designed to encourage such individuals in need of treatment to undergo treatment.

4.01.7 Waiting List System. Funded treatment programs shall establish and maintain a waiting list management program that includes a unique patient identifier, as established by OADAP, for each drug abuser seeking treatment, including those receiving interim services while awaiting admission to treatment. Treatment programs must have a mechanism for maintaining contact with individuals awaiting admission. OADAP will assist funded treatment programs to ensure that individuals on waiting lists are admitted at the earliest possible time to a program providing treatment within a reasonable geographic area. Treatment programs must document the interim services offered to individuals on the waiting list and when they were delivered. Information from each program's waiting list system must be submitted to OADAP in a manner and within a timeframe designated by OADAP.

4.01.8 Incident Reporting. Each treatment program shall report serious incidents/situations to OADAP within 24 hours in compliance with OADAP Incident Reporting Policy, incorporated herein by reference.

#### 4.02 PARTICIPATION IN CONFERENCE

The provider must participate in local or statewide sponsored coordinating conferences, training seminars, or training workshops as ~~so~~ directed by OADAP.

#### 4.03 SUBCONTRACTED SERVICES

4.03.1 Restriction of Services. Unless subcontracted services are specifically identified in the OADAP approved program contract/grant budget, they may not be purchased with contract/grant funds.

4.03.2 Subcontract Requirements. All subcontractors are subject to the same requirements as the prime contractor/grantee. Subcontract arrangements must contain, at a minimum, the following conditions.

1. A statement describing the particular services and/or deliverable(s) to be provided and clarifying the level of quality required.
2. A statement setting forth the number of hours or description of other rate computation which the subcontractor has agreed to provide.

3. A statement of the amount of compensation to be paid and the payment schedule (e.g., upon satisfactory completion of deliverables, etc).
4. A clear understanding that the fee-for-services, or other compensation is available only from the funded program and not from OADAP or other program participants.
5. Provision for termination of the subcontract if the above requirements are not met.
6. A statement identifying the person responsible for oversight of contract for both the contractor and subcontractor.

#### 4.04 VOLUNTEERS

If volunteer services are included in the terms of the contract/grant, the provider is responsible for the overseeing of the volunteers and for the monitoring of services provided by these individuals. Volunteers shall not supplant paid staff in programs. A job description of each volunteer position shall be included in the program. Volunteers must comply with the confidentiality provisions in Section 2.072 B.

## 5.00 SPECIFIC REQUIREMENTS

### 5.01 Alcohol/Drug Treatment Contract/Grant Requirements

#### 5.011 Report Requirements

- 5.0111 ADMIS Compliance
- 5.0112 ADMIS Billing Reports
- 5.0113 ADMIS Client Records
- 5.0114 Other Reports

### 5.02 Primary Prevention Contract/Grant Requirements

#### 5.021 Audio-Visual Materials, Books, Tapes, Films and Other Literature

#### 5.022 Report Requirements

- 5.0221 Billing Reports
- 5.0222 Prevention Reporting Compliance

## 5.00 SPECIFIC REQUIREMENTS

### 5.01 ALCOHOL/DRUG TREATMENT CONTRACT/GRANT REQUIREMENTS

#### 5.011 Report Requirements

5.0111 ADMIS Compliance. All alcohol and other drug abuse treatment programs in Arkansas are required to report client-related data in accordance with the requirements of the current ADMIS. For acute care, hospital based alcohol and drug abuse treatment programs, failure to report may result in notification to the Arkansas Department of Health, Division of Health Facility Services, of failure to comply with requirements of Act 25 of 1991. Licensure awarded automatically pursuant to Act 173 of 1995 shall not be affected by failure to report. For all other treatment programs, failure to report may result in the suspension or termination of an OADAP treatment grant or contract, and/or loss of OADAP required licensure.

5.0112 ADMIS Billing Reports. All funded treatment programs are required to submit their requests for reimbursement on a monthly basis as specified in Section 3.152-

5.0113 ADMIS Client Reports. ADMIS liaisons shall complete ADMIS Reports on the Web-Based ADMIS System, including Admission Reports (AR), Environmental Change Reports (ECR), and Discharge Reports (DR). The AR Reports must be submitted on all clients. The Web-Based ADMIS System calculates monthly billing, which is created on the 8<sup>th</sup> of the month at 4:00 p.m. Providers mailing their ADMIS Reports must ensure that their reports are postmarked by the 15<sup>th</sup> of each month.

5.0114 Other Reports. All providers shall comply with any additional reporting requirements which may be required by OADAP.

### 5.02 PRIMARY PREVENTION CONTRACT/GRANT REQUIREMENTS

All prospective applicants must comply with OADAP procedures and the appropriate RFP or RFA format when making application.

5.021 Audio-Visual Materials, Books, Tapes, Films and Other Literature. The policy review guidelines set forth by the Center for Substance Abuse Prevention must be followed when developing or purchasing materials. Review copies must, where feasible, be furnished to OADAP before purchase obligation is incurred. The guidelines for materials are provided in the Appendix of the *Rules of Practice and Procedure*.

#### 5.022 Report Requirements

5.0221 Billing Reports. All prevention programs are required to submit their requests for reimbursement or reports of expenditures by the 7<sup>th</sup> of the month. All providers are requested to send a reimbursement request each month. If no services or reimbursement activities occurred, a bill For \$0.00 should be submitted. The actual time periods

Are specified in the individual contract or grant.

5.0222 Prevention Reporting Compliance. Any program receiving funds for prevention is required to participate in the Prevention Information System. All prevention programs are required to submit reports of progress, including level of activity, on a regular basis as identified in the individual contract or grant, a final report at the end of the contract/grant, and any additional or special reports required in either written or electronic format. Failure to report may result in suspension or termination of the current contract/grant.

## 6.00 APPEAL PROCESS FOR ADVERSE ACTION

An appeal process is available to provide a mechanism by which a provider or grant applicant may appeal adverse action by the Alcohol and Drug Abuse Prevention relating to a program/contract/grant. Complaints which solely assert an objection to federal or state laws or regulations are not subject to appeal under this procedure.

6.01 Alcohol and Drug Abuse Prevention and Treatment Programs. When a provider or grant applicant wishes to appeal an action by OADAP, he/she may do so by submitting a written request to the Chairperson, Alcohol and Drug Abuse Coordinating Council. The Chairperson must receive the request no later than thirty days from the date of receipt of notification of the adverse action by the provider or grant applicant.

The notice of appeal must contain:

1. A statement of the specified action which is being appealed.
2. The reason the provider/grant applicant believes the action was incorrect.
3. The specific relief requested.

When a request for appeal is received, the Chairperson of the Alcohol and Drug Abuse Coordinating Council will initiate the process by establishing a date for hearing the complaint.

The Council may act on the matter, or it may refer the matter to the Prevention and Treatment Committee for its recommendation. The Director of OADAP shall abstain from discussion and voting, either in committee or in a meeting of the Council or both, with respect to any such action, but the Director may respond to any factual question posed by another member of the Council. If the matter is referred to the Prevention and Treatment Committee, the Committee shall consider the matter and shall forward its recommendation to the Council. Upon receipt of the recommendation, the Council shall act on the recommendation.

The decision of the Alcohol and Drug Abuse Coordinating Council is final. Those decisions that meet the definition of "adjudication" under the Arkansas Administrative Procedure Act, Ark. Code Ann. § 25-15-201, et seq., may be appealed in accordance with the Arkansas Administrative Procedure Act.

## **7.00**

### **DEFINITIONS**

- 7.01 Alcohol and Drug Abuse Coordinating Council
- 7.02 Alcohol/Drug Management Information System (ADMIS)
- 7.03 Budget Period
- 7.04 Continuation Application Package (CAP)
- 7.05 Drug and Alcohol Safety Education Program (DASEP)
- 7.06 Intake and Assessment for Substance Abuse
- 7.07 Interim Services
- 7.08 Licensure Standards for Alcohol and/or Other Drug Abuse Treatment Programs
- 7.09 Medical Detoxification
- 7.10 Observation Detoxification
- 7.11 Outpatient Service -Family
- 7.12 Outpatient Service - Group
- 7.13 Outpatient Service - Individual
- 7.14 Partial Day Treatment
- 7.15 Primary Prevention Strategies
  - 7.151 Information Dissemination
  - 7.152 Education
  - 7.153 Alternatives
  - 7.154 Problem Identification and Referral
  - 7.155 Community-Based Process
  - 7.156 Environmental
- 7.16 Project Period
- 7.17 Regional Alcohol and Drug Detoxification Services (RADD Services)
- 7.18 Regional Detoxification Specialist
- 7.19 Request for Application (RFA)
- 7.20 Request for Proposal (RFP)
- 7.21 Residential Service
- 7.22 Residential Services for Adolescents (Comprehensive)
- 7.23 Specialized Women's Services (SWS)

7.00 **DEFINITIONS**

The definitions provided here are intended to assist the reader in understanding some major terms and documents as used routinely by OADAP. The list is not all inclusive. The reader is referred to OADAP Licensure Standards, the ADMIS Manual, the Request for Proposal (RFP), Request for Application (RFA), or Continuation Application Package (CAP) of instructions, and to the appropriate contract or grant document for further clarification or specific project areas.

7.01 **ALCOHOL AND DRUG ABUSE COORDINATING COUNCIL.** - A twenty-seven member board of review authorized by Act 855 of 1989, as amended. The Coordinating Council has the responsibility for overseeing all planning, budgeting and implementation of expenditures of state and federal funds allocated for alcohol and drug education, prevention, treatment and law enforcement. The Coordinating Council has established a committee structure that includes a Treatment and Prevention Committee and a Law Enforcement Committee. The Treatment and Prevention Committee reviews applications for funding through DHS/DBHS Alcohol and Drug Abuse Prevention.

7.02 **ALCOHOL/DRUG MANAGEMENT INFORMATION SYSTEM (ADMIS).** A data collection system developed and operated by OADAP to be used in alcohol and drug abuse prevention and treatment programs. See Section 5.0111 – 5.0113 for ADMIS reporting on treatment services and Section 5.023 for reporting on prevention services.

7.03 **BUDGET PERIOD.** The budget period is defined as the interval of time (usually 12 months) into which a project period is divided for funding and reporting purposes.

7.04 **CONTINUATION APPLICATION PACKAGE (CAP).** - The non-competitive process by which current contracted providers of prevention or treatment services with multiyear commitment are evaluated, and their grant is either renewed, not renewed, or renewed pending contingencies placed by the Arkansas Alcohol and Drug Abuse Coordinating Council. This process involves submitting to OADAP, or an outside evaluator, a document that reports the activities of the provider during the current grant period, and outlines a proposed program for the upcoming grant period. Other performance indicators such as licensure visits, service-to-billing audits, case reviews, site visit reports, and ADMIS or progress reporting are taken into account during this process.

7.05 **DRUG AND ALCOHOL SAFETY EDUCATION PROGRAM (DASEP).** A program for persons who plead guilty, nolo contendere or found guilty of Driving While Intoxicated (DWI), Minor In Possession (MIP), Underage refusal to Submit, Possession of fraudulent or altered personal identification (under certain circumstances) or Driving Under the Influence (DUI). The DASEP program provides an investigation, screening/assessment, referral to treatment, or at least twelve (12) contact hours of education for level I, including underage refusal, possession of fraudulent or altered identification. All level II classes will be at least fifteen (15) hours in length. No individual class session will last more than six (6) hours. It is preferred that classroom instruction/classes last no longer than four (4) hours per class/session. MARATHON (ALL DAY) CLASSES ARE PROHIBITED. The preliminary investigation will consist of a Pre-sentence Screening Report which will include the offender's driving record, an alcohol problem assessment, a victim impact statement (if applicable), and the blood-alcohol content (BAC) at the time of arrest. Based upon the investigation and assessment, the DASEP will make a recommendation to the court for the offender to complete an DASEP school or an alcohol/drug treatment program approved by

the Arkansas Department of Human Services, Alcohol and Drug Abuse Prevention. Completion of one of these programs is required to have the offender's driver's license reinstated. If an offender has multiple offenses, that offender must complete a program/intervention for each offense prior to driver's license reinstatement. In some instances completion of an approved treatment program **may** be counted as more than one program/intervention. In cases where this **might** apply, the DASEP state manager must be consulted prior to issuance of multiple certificates. The manager must approve each instance of these occurrences.

- 7.06 **INTAKE AND ASSESSMENT FOR SUBSTANCE ABUSE.** A one-time process per client per admission. Admission is designed as a unit of Residential, a unit of Partial Day, or a unit of Outpatient services. **The client cannot be admitted and discharged on the same day. Intake and Assessment for Substance Abuse must include** the administration of an interview to provide information on the client, the client's alcohol/drug use history, employment history, family background and prior treatment episodes. **The administration of the Addiction Severity Index (ASI) must be included.** Other items may include physical exam, drug testing, and other screening or assessment tools for substance abuse and mental health.
- 7.07 **INTERIM SERVICES.** - Interim substance abuse services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of interim services are to reduce the adverse health effects of substance abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care to be made within 24 hours of the request for admission for treatment.
- 7.08 **LICENSURE STANDARDS FOR ALCOHOL AND/OR OTHER DRUG ABUSE TREATMENT PROGRAMS.** Those Licensure Standards that were developed and revised by OADAP and OADAP Standards Review Committee. They contain criteria by which treatment programs are reviewed in the Licensure process.
- 7.09 **MEDICAL DETOXIFICATION.** Includes 24-hour medically supervised care in a hospital setting or medical model facility. Includes a short-term treatment up to three (3) days, during which time prescribed medication is used to restore physiological functioning after it has been upset by toxic agents, including alcohol. Service shall be under the supervision and guidance of a licensed physician. Service is allowable only after a Regional Alcohol and Drug Detoxification (RADD) evaluation. The unit of service is a day and the limit per client is three days. Additional days require **prior** OADAP approval.
- 7.10 **OBSERVATION DETOXIFICATION.** Includes monitoring on a 24-hours per day basis of a client who is undergoing mild withdrawal in a residential setting. Vital signs will be taken by a staff member trained and certified by OADAP, a Medical Doctor, Registered Nurse,



Licensed Psychiatric Technical Nurse or Licensed Practical Nurse. The facility shall establish approved emergency medical procedures. These services shall be available should the client's condition deteriorate and emergency procedures be required. A unit of service is one day.

- 7.11 **OUTPATIENT SERVICE – FAMILY.** Counseling provided in an outpatient environment to a substance abuse client and/or family members and/or significant other. Although the client is usually present at these sessions, these sessions are reimbursable if the client is not present. Services to all members of the family or significant other may be reimbursed. A unit of service is 15 minutes or any part thereof.
- 7.12 **OUTPATIENT SERVICE – GROUP.** Counseling provided in an outpatient environment to more than one substance abuse client. Services to all members of the group may be reimbursed. A unit of service is 15 minutes or any part thereof.
- 7.13 **OUTPATIENT SERVICE – INDIVIDUAL.** Includes care provided to a substance abuse client in an outpatient environment. Outpatient service is provided to the client **only**. A unit of service is 15 minutes or any part thereof.
- 7.14 **PARTIAL DAY TREATMENT.** Includes care provided to a substance abuse client who is not ill enough to need admission to medical detoxification or observation detoxification, but who has need of more intensive care in the therapeutic setting. This service shall include at a minimum intake, individual and group therapy, psychosocial education, case management and a minimum of one hot meal per day. Partial day treatment shall be a minimum of (4) four hours per day for (5) five days per week. In addition to the minimum services, partial day treatment may include drug testing, medical care other than detoxification and other appropriate services. A unit of service is a day.
- 7.15 **PRIMARY PREVENTION STRATEGIES.**
- 7.151 **Information Dissemination:** This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco and drug use, abuse and addiction, youth violence and their effects on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: (1) clearinghouse/information resource center(s); (2) resource directories; (3) media campaigns; (4) brochures; (5) radio/TV public service announcements; (6) speaking engagements; (7) Health fairs/health promotion; and (8) information lines.
- 7.152 **Education:** This strategy involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g. of media messages) and systematic judgment abilities. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: (1) classroom and/or small group sessions (all

ages); (2) parenting and family management classes; (3) peer leader/helper programs; (4) education programs for youth groups; and (5) children of substance abusers groups.

7.153 Alternatives: This strategy provides for the participation of target populations in planning and implementing activities to promote lifestyles that exclude alcohol, tobacco, other drug use and youth violence. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by alcohol, tobacco, other drugs, youth violence and/or crime and would, therefore, minimize or obviate resort to the latter. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: (1) drug free dances and parties; (2) youth/adult leadership activities; (3) community drop-in centers; and (4) community service activities.

7.154 Problem Identification and Referral: This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: (1) employee assistance programs; (2) student assistance programs; and (3) driving while under the influence/driving while intoxicated education programs.

This strategy assesses whether youth who have been engaged in inappropriate violent behavior would respond favorably to education. If the behavior cannot be corrected through mere education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment or therapy.

7.155 Community-Based Process: This strategy aims to enhance the ability of the community to more effectively provide prevention and treatment services for alcohol, tobacco and drug abuse disorders and youth violence prevention services. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of service implementation, inter-agency collaboration, coalition building and networking. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: (1) community and volunteer training, e.g., neighborhood action training, training of key people in the system, staff/officials training; (2) systematic planning; (3) multi-agency coordination and collaboration; (4) accessing services and funding; and (5) community team-building.

7.156 Environmental: This strategy establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, other drug use, youth violence and/or crime in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives. Examples of activities conducted and methods used for this strategy shall include (but not be limited to) the following: (1) promoting the establishment and review of alcohol, tobacco, drug use and youth violence policies in schools; (2) technical assistance to

communities to maximize local enforcement procedures governing availability and distribution of alcohol, tobacco and other drug use; (3) modifying alcohol and tobacco advertising practices; (4) product pricing strategies, and (5) technical assistance to communities to maximize the availability of conflict resolution courses and crime prevention initiatives.

- 7.16 **PROJECT PERIOD.** The total time for which support of a project has been approved.
- 7.17 **REGIONAL ALCOHOL AND DRUG DETOXIFICATION SERVICES (RADD SERVICES).** The RADD services process will provide the client detoxification services that shall include an aftercare plan. All or part of these services may be provided to individualize the treatment to meet the client's needs. A unit of service will include the following: (1) initial evaluation, (2) referral to the appropriate level of detoxification services, (3) development of an aftercare plan, and, (4) referral.
- 7.18 **REGIONAL DETOXIFICATION SPECIALIST.** A person trained and certified by the Alcohol and Drug Abuse Prevention. A person must be recertified every three years. Training will provide competency at a minimum, in the following areas:  
(1) Current RADD Program Policy and Procedure,  
(2) Taking of vital signs,  
(3) Evaluation of presenting symptoms and compiling an accurate substance abuse history,  
(4) Current certification in cardiopulmonary resuscitation (CPR),  
(5) Current certification in a First Aid course,  
(6) Current Non-violent Crisis Prevention and Intervention (CPI) training in diffusing hostile situations, and  
(7) Knowledge of alternate social, rehabilitative and emergency referral resources.
- 7.19 **REQUEST FOR APPLICATION (RFA).** A document that solicits applications for a grant program to be developed within parameters defined by OADAP. The RFA may be a competitive process.
- 7.20 **REQUEST FOR PROPOSAL (RFP).** A document that solicits proposals for a contract to procure or acquire products and/or services to assist OADAP in conduct of its responsibilities. The RFP outlines the terms and conditions of the resulting contract. The RFP may be a competitive process.
- 7.21 **RESIDENTIAL SERVICE.** Includes care provided to a substance abuse client who is not ill enough to need admission to medical detoxification or observation detoxification, but who has need of more intensive care in the therapeutic setting with supportive living arrangements. This service shall include at a minimum, intake, individual and group therapy, case management and room and board. In addition to the minimum services, residential service may include drug testing, medical care other than detoxification, and other appropriate services. A unit of service is a day. Note: Clients must be physically present at the facility for at least a part of any day billed. Exceptions require **prior** OADAP approval.
- 7.22 **RESIDENTIAL SERVICES FOR ADOLESCENTS (COMPREHENSIVE) (CRSA).** At facilities designated as a Comprehensive Residential Services for Adolescents (CRSA), a unit of service will be one day for the client. Services at a minimum include: A multidisciplinary

treatment staff, including certified/licensed alcohol and drug counselors, licensed mental health counselors, nursing staff, certified service coordinators (case managers), licensed teacher(s), a psychiatrist, daily available nursing care, a licensed school as a component of the program and family therapy. Licensure by OADAP, DCFS, and CARF or JCAHO is required. Programming for dually diagnosed clients is available.

- 7.23 **SPECIALIZED WOMEN'S SERVICES (SWS)**. At facilities designated as (SWS) a unit of service will be one day for a family. Services at a minimum include case management, alcohol and other drug treatment, child care, transportation, medical treatment, housing, education/job skills training, parenting skills aftercare, family education and support and house rules. Payment received from OADAP covers all services except for day care, which may be billed separately on other OADAP Agreements, if the provider so desires. Other services may be established as needed and defined in the appropriate RFP/RFA or CAP.

## **APPENDIX**

# **CENTER FOR SUBSTANCE ABUSE PREVENTION (CSAP) GUIDELINES FOR MATERIALS**

These (abbreviated) Guidelines were taken from the Message and Material Review Process, Office of Substance Abuse Prevention (OSAP), April 1989. They are available from the National Clearinghouse for Alcohol and Drug Information (NCADI) as publication RPO726 if a fuller explanation is necessary.

## **SCIENTIFIC REVIEW GUIDELINES:**

- The material is scientifically significant, based on valid assumptions, supported by accurate citations, and appropriately used.
- The scientific methods and approaches used are adequate, appropriate, and clearly described.
- Findings reported are accurate, current, applicable to the subject matter, and appropriately interpreted. The findings follow from the methods and approach used. For instance, facts should not be exaggerated nor purposely understated.

## **POLICY REVIEW GUIDELINES:**

- Material makes clear that illegal and unwise drug use (including alcohol for those under 21) is unhealthy and harmful for all persons.
- Material gives a clear message that risk is associated with using any form or amount of alcohol or other drugs.
- Material gives a clear message of no alcohol use for persons under 21 years of age, pregnant women, recovering alcoholics and drug addicts, and persons taking prescription or non-prescription drugs.
- Material states clearly that pregnant women must not use any drugs (prescription or nonprescription) without first consulting their physicians.
- Material does not glamorize or glorify the use of alcohol and other drugs.
- Prevention material does not contain illustrations or dramatizations that could teach people ways to prepare, obtain, or ingest illegal drugs, and whenever feasible, materials for youth contain no illustrations of drugs. Intervention material does not contain illustrations or dramatizations that may stimulate recovering addicts or alcoholics to use drugs.
- Material does not "blame the victim."

- Material targeting youth does not use recovering addicts or alcoholics as role models.
- Material supports abstinence as a viable choice.
- Material supports cultural and ethnic sensitivity.

#### **COMMUNICATIONS REVIEW GUIDELINES:**

- Material is appropriate for target audience at cognitive and developmental levels.
- The institutional source is credible for the target audience.
- The individuals delivering the source are appropriate for the target audience. (Recovering addicts and alcoholics are not good sources for children/youth because they often misinterpret the messages of these individuals.)
- Language should be appropriate and grammatically correct. If Spanish is used, it should be grammatically correct and appropriate to the particular Hispanic/Latino target audience.
- The tone should not be condescending, judgmental, or preachy.
- The length of the product should allow sufficient time for a conclusion to be drawn. It should be short enough to prevent boredom without sacrificing the message.
- The product should be as professional in appearance as possible, attractive, and well written with the format (type, size and layout) appropriate to the audience.
- Messages must be appealing, believable, create awareness, persuasive, call for action and be pre-tested.
- Needs to be combined with other messages and/or materials to be effective.
- Readability level should reflect the skills of the target audience.

ATTACHMENT J

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH SERVICES**

**CAP  
(Continuing Application Packet)  
For  
FUNDING YEAR: State Fiscal Year 20\_\_  
July 1, 20\_\_ – June 30, 20\_\_**

**COVER PAGE**

**NAME OF ORGANIZATION:**

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**ADAP CATCHMENT AREA:** \_\_\_\_\_

**COUNTIES SERVED:**

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**DATE:** \_\_\_\_\_

**Please submit this page as the cover for the information requested on the following pages.**



**CAP**  
**(Continuing Application Packet)**

Name of Organization: \_\_\_\_\_  
\_\_\_\_\_

Location(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADAP Catchment Area: \_\_\_\_\_

Executive Director: \_\_\_\_\_

**List Staff Members**

	Name	Position	Credentials (if applicable)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**List Board Members**  
**(Please List All Board Members and their Contact Information)**

	Title	Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**Please attach additional pages as needed.**

**Describe Program History:**  
 "The first of the first..."

(length of operation, funding types, media/advertisements, accomplishments and etc.)

[illegible]

Service(s) Funded by ADAP: \_\_\_\_\_

	DETOXIFICATION RESIDENTIAL	OUTPATIENT	SWS
Number of ADAP Slots:	_____	_____	_____
Number of 3 <sup>rd</sup> Party Pay Slots:	_____	_____	_____
Overall Facility Capacity (Slots):	_____	_____	_____
	OPIOID MAINTENANCE TREATMENT		
Number of ADAP Slots:	_____		
Number of 3 <sup>rd</sup> Party Pay Slots:	_____		
Overall Facility Capacity (Slots):	_____		

#### BUDGET

Please enclose as Attachment 1 a detailed budget of the organization to include all federal, state and private funds received by the organization.  
**(Be advised that you will be funded at the same level of funding as you will be at the end of the fiscal year.)**

#### ADDITIONAL ITEMS

Please give a detailed description of the efforts the organization has made in the following areas:

- a. What Evidence-Based Program **(if more than one please list all)** is currently being utilized at the program? If not using an Evidence- Based Program, please explain why. Please include a brief description of the outcomes achieved using this model.
  - (1) How many of your staff has attended the Matrix Model of Intensive Outpatient Alcohol & Drug Treatment training? Please list their names:
  - (2) Do you have a Matrix Key Supervisor? Please list their names:
  - (3) Has your program implemented the Matrix treatment protocol? Please describe:
  - (4) List the staff members that have completed the Motivational Interviewing training:
  - (5) Please describe your program's utilization of this treatment protocol:
  - (6) How many of your staff has attended the Texas Christian University Mapping Enhanced Counseling Adaptive Treatment training? Please list their names.
- b. What efforts has the organization made towards achieving national accreditation? Which accrediting organization has the program decided to invest in (i.e. CARF, JCOHO, COA)? If already accredited how long has the program been accredited.
- c. Programs receiving SAPT Block Grant funds are required to conduct outreach services. What efforts have been made in the area of providing outreach services? Please include copies of any newspaper articles, ads, etc. that have been published over the past year.
- d. What efforts have been made in networking with the local mental health organization for providing co-occurring screening services? Please provide copies of any agreements entered into.
- e. Other than funding, what problems has the organization encountered over the past year?
- f. Case Management/Wrap Around Services is an evidenced-based practice (EBP) that will be a requirement of all programs receiving OADAP funding in SFY 20\_\_.

# STATISTICAL REPORTS

## Admissions

Use ADMIS (Alcohol/Drug Management Information System) Reports to Complete the Following  
**Total Unduplicated Admissions to:**

### TIME PERIOD:

**Total Admissions to Detoxification** \_\_\_\_\_

Type of Detoxification Provided

Medical \_\_\_\_\_ Observation \_\_\_\_\_

Demographics

Male \_\_\_\_\_

Over 21 Years of Age \_\_\_\_\_

Female \_\_\_\_\_

Under 21 Years of Age \_\_\_\_\_

African-American \_\_\_\_\_

Caucasian \_\_\_\_\_

Hispanic \_\_\_\_\_

Other \_\_\_\_\_

Drug of Choice #1 \_\_\_\_\_

Drug of Choice #2 \_\_\_\_\_

Total Completed \_\_\_\_\_

Total Discharged for Non-Compliance \_\_\_\_\_

Total Left AMA \_\_\_\_\_

Total Referred to Alcohol or Drug Treatment Upon Discharge \_\_\_\_\_

**Total Admissions to Residential Treatment** \_\_\_\_\_

Demographics

Male \_\_\_\_\_

Over 21 Years of Age \_\_\_\_\_

Female \_\_\_\_\_

Under 21 Years of Age \_\_\_\_\_

African-American \_\_\_\_\_

Caucasian \_\_\_\_\_

Hispanic \_\_\_\_\_

Other \_\_\_\_\_

Pregnant Admissions \_\_\_\_\_

Intravenous Drug Using Admissions \_\_\_\_\_

Drug of Choice #1 \_\_\_\_\_

Drug of Choice #2 \_\_\_\_\_

Total Completed \_\_\_\_\_

Total Discharged for Non-Compliance \_\_\_\_\_

Total Left AMA \_\_\_\_\_

**Total Admissions for Partial Day Treatment** \_\_\_\_\_

Demographics

Male \_\_\_\_\_

Over 21 Years of Age \_\_\_\_\_

Female \_\_\_\_\_

Under 21 Years of Age \_\_\_\_\_

African-American	_____	Caucasian	_____
Hispanic	_____	Other	_____

Pregnant Admissions \_\_\_\_\_  
Intravenous Drug Using Admissions \_\_\_\_\_

Drug of Choice	#1	_____
Drug of Choice	#2	_____

Total Completed \_\_\_\_\_  
Total Discharged for Non-Compliance \_\_\_\_\_  
Total Left AMA \_\_\_\_\_

**Total Admissions to Outpatient Treatment** \_\_\_\_\_

Demographics	
Male	Over 21 Years of Age _____
Female	Under 21 Years of Age _____

African-American	_____	Caucasian	_____
Hispanic	_____	Other	_____

Pregnant Admissions \_\_\_\_\_  
Intravenous Drug Using Admissions \_\_\_\_\_

Drug of Choice	#1	_____
Drug of Choice	#2	_____

Total Completed \_\_\_\_\_  
Total Discharged for Non-Compliance \_\_\_\_\_  
Total Left AMA \_\_\_\_\_

**Total Admissions to Specialized Women's Services** \_\_\_\_\_

Demographics  
Over 21 Years of Age \_\_\_\_\_  
Under 21 Years of Age \_\_\_\_\_

Total Children Served \_\_\_\_\_

Pregnant Admissions \_\_\_\_\_

Drug of Choice	#1	_____
Drug of Choice	#2	_____

Total Completed \_\_\_\_\_  
Total Discharged for Non-Compliance \_\_\_\_\_  
Total Left AMA \_\_\_\_\_  
Total number of children of parenting mothers not participating in SWS program \_\_\_\_\_

**Total in Opioid Treatment (as of today)** \_\_\_\_\_

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_

**Total Opioid Treatment Admission**

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_  
Pregnant \_\_\_\_\_

Total Completed \_\_\_\_\_  
Total Discharged for Non-Compliance \_\_\_\_\_  
Total Left AMA \_\_\_\_\_

**Total in Methadone Maintenance Treatment (as of today)** \_\_\_\_\_

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_

**Total Admission for Methadone Maintenance Treatment**

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_  
Pregnant \_\_\_\_\_

**Total in Buprenorphine Treatment (as of today)** \_\_\_\_\_

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_

**Total Admissions to Buprenorphine Treatment**

Male \_\_\_\_\_ Over 21 Years of Age \_\_\_\_\_  
Female \_\_\_\_\_ Under 21 Years of Age \_\_\_\_\_  
Pregnant \_\_\_\_\_

List Primary Opiates of Abuse on Admission:

#1 \_\_\_\_\_  
#2 \_\_\_\_\_  
#3 \_\_\_\_\_  
#4 \_\_\_\_\_  
#5 \_\_\_\_\_

## WAITING LIST STATISTICS

Total Numbers for 15 months Indicated  
(July 1, 20\_\_ – June 30, 20\_\_)

The following information **IS NOT** recorded in ADMIS:

TOTAL Placed on Waiting List \_\_\_\_\_

Male \_\_\_\_\_

Female \_\_\_\_\_

Pregnant \_\_\_\_\_

Intravenous Drug Users \_\_\_\_\_

Male \_\_\_\_\_

Female \_\_\_\_\_

TOTAL Interim Services \_\_\_\_\_

Male \_\_\_\_\_

Female \_\_\_\_\_

Number Admitted from Waiting List to Treatment \_\_\_\_\_

Male \_\_\_\_\_

Female \_\_\_\_\_

From Waiting List To Detoxification \_\_\_\_\_

From Waiting List To Residential Treatment \_\_\_\_\_

From Waiting List To Outpatient Treatment \_\_\_\_\_

From Waiting List To Specialized Women's Services \_\_\_\_\_



## OUTCOME MEASURES

- > The program is required to **contact** at least 15% of all clients that have a Completed Treatment Episodes at the 3 month, 6 month and 12 month Post Discharge point. What efforts have been made to increase the percentage of clients contacted?

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- > For clients who completed treatment in July 20\_\_ – September 20\_\_

Total Completed **Detoxification**

\_\_\_\_\_

10% of Total Completed

\_\_\_\_\_

Total Clients Able to Contact

\_\_\_\_\_

Total Abstinent

\_\_\_\_\_

( \_\_\_\_\_ %)

Total in Work Force

or in Full Time Education

\_\_\_\_\_

( \_\_\_\_\_ %)

Total Living Independently

\_\_\_\_\_

( \_\_\_\_\_ %)

Total with No Arrests

\_\_\_\_\_

( \_\_\_\_\_ %)

Total Completed **Residential Treatment**

\_\_\_\_\_

10% of Total Completed

\_\_\_\_\_

Total Clients Able to Contact

\_\_\_\_\_

Total Abstinent

\_\_\_\_\_

( \_\_\_\_\_ %)

Total in Work Force

or in Full Time Education

\_\_\_\_\_

( \_\_\_\_\_ %)

Total Living Independently

\_\_\_\_\_

( \_\_\_\_\_ %)

Total with No Arrests

\_\_\_\_\_

( \_\_\_\_\_ %)

Total Completed **Out Patient Treatment**

\_\_\_\_\_

10% of Total Completed

\_\_\_\_\_

Total Clients Able to Contact

\_\_\_\_\_

Total Abstinent \_\_\_\_\_ ( \_\_\_\_\_ %)

Total in Work Force \_\_\_\_\_ ( \_\_\_\_\_ %)  
or in Full Time Education

Total Living Independently \_\_\_\_\_ ( \_\_\_\_\_ %)

Total with No Arrests \_\_\_\_\_ ( \_\_\_\_\_ %)

Total Completed **Specialized Women's Services** \_\_\_\_\_

10% of Total Completed \_\_\_\_\_

Total Number of Women Who Have Regained Custody of or Still  
Have children 6 Months Post Completion of Treatment ( \_\_\_\_\_ %)

Total Clients Able to Contact \_\_\_\_\_

Total Abstinent \_\_\_\_\_ ( \_\_\_\_\_ %)

Total in Work Force \_\_\_\_\_ ( \_\_\_\_\_ %)  
or in Full Time Education

Total Living Independently \_\_\_\_\_ ( \_\_\_\_\_ %)

Total with No Arrests \_\_\_\_\_ ( \_\_\_\_\_ %)

Total Completed **Opioid Treatment** \_\_\_\_\_

10% of Total Completed \_\_\_\_\_

Total Clients Able to Contact \_\_\_\_\_

Total Abstinent \_\_\_\_\_ ( \_\_\_\_\_ %)

Total in Work Force \_\_\_\_\_ ( \_\_\_\_\_ %)  
or in Full Time Education

Total Living Independently \_\_\_\_\_ ( \_\_\_\_\_ %)

Total with No Arrests \_\_\_\_\_ ( \_\_\_\_\_ %)